REPUBLIC OF NAMIBIA

MINISTRY OF JUSTICE AND LABOUR RELATIONS

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BIDDING DOCUMENTS

Issued on: 19 September 2025
Closing date 07 November 2025 @ 11H00

Reference No: G/ONB/14-79/2025

For

Supply and delivery of vehicles and Related Accessories to the Ministry of Justice and Labour Relations

Procurement Management Unit
Ministry of Justice and Labour Relations
Head Office
32 Mercedes Street
Private Bag 19005
Khomasdal, Namibia

Tel: +264 61 2066111 |Fax: +264 61 212323
|Website: www.mojlr.gov.na/procurement-management-unit

REPUBLIC OF NAMIBIA

MINISTRY OF JUSTICE AND LABOUR RELATIONS

TO: Prospective Bidder

Dear Sir/Madam,

RE: REQUEST FOR QUOTATION: SUPPLY AND DELIVERY OF CARS AND RELATED ACCESSORIES TO THE MINISTRY OF JUSTICE AND LABOUR RELATIONS

The *Ministry of Justice and Labour Relation* invites you to submit your best quote for the vehicles and accessories described in detail hereunder.

Any resulting contract shall be subject to the terms and conditions referred to in the document. Queries, if any, should be addressed to **Ms Ester Kamati at 061 2066219 *(Administrative)*** or **Mr. Hiskiel Sheehama at 0612066218 *(Technical)*.**

Please prepare and submit your quotation in accordance with the instructions given.

Yours faithfully

Ester Kamati

Procurement Management Unit

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid

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

1.2 Throughout these Bidding Documents:

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

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

(c) "day" means calendar day.

2. Source of Funds

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

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

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

4. Fraud and Corruption

4.1 It is the policy of the Government of the Republic of Namibia to require Public entities, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. [1] In pursuance of this policy, the Government of the Republic of Namibia:

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

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[2];

(ii) "fraudulent practice" 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; [3]

(iii) "collusive practice" is an arrangement between two or more parties[4] designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party[5] or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Purchaser's 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

[1] In this context, any action taken by a bidder, supplier, contractor, or any of its personnel, agents, sub-consultants, sub-contractors, service providers, suppliers and/or their employees to influence the procurement process or contract execution for undue advantage is improper.

[2] "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Purchaser's staff and employees of other organizations taking or reviewing procurement decisions.

[3] "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

[4] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

[5] "Party" refers to a participant in the procurement process or contract execution.

pursuing the investigation, or

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

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

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

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

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

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

5. Eligible Bidders

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

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

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

(ii) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

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

(a) have controlling shareholders in common; or

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

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

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

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

(f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

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

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

Links for checking the ineligibility lists are available on the Procurement Policy Unit's website: **www.mof.gov.na/procurement-policy-unit**

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

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

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

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

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

6. Eligible Goods and Related Services

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

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

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

B. Contents of Bidding Documents

7. Sections of Bidding Documents

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

PART 1 Bidding Procedures

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

PART 2 Supply Requirements

- Section V. Schedule of Requirements

PART 3 Contract

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

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

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

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

8. Clarification of Bidding Documents

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

9. Amendment of Bidding Documents

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

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

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

C. Preparation of Bids

10. Cost of Bidding

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

11. Language of Bid

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

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

(a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;

(b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required;

(c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; **as specified in the BDS;**

(d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder’s eligibility to bid;

(e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(f) documentary evidence in accordance with ITB Clauses 19 and 31, that the Goods and Related Services conform to the Bidding Documents;

(g) documentary evidence in accordance with ITB Clause 20 establishing the Bidder's qualifications to perform the contract if its bid is accepted;

(h) the following documentary evidence is required

1. have a valid company Registration Certificate;
2. have an original valid good Standing Tax Certificate;
3. have an original valid good Standing Social Security Certificate;
4. have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
5. have a certificate indicating SME Status (for Bids reserved for SMEs);
6. *[insert any other additional eligibility criteria]*

13. Bid Submission Form and Price Schedules

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

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

14. Alternative Bids

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

15. Bid Prices and Discounts

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

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

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

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

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

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

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

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

(iii) the total price for the item.

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

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

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

16. Currencies of Bid

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

17. Documents Establishing the Eligibility of the Bidder

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

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

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

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

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

19.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

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

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

20. Documents Establishing the Qualifications of the Bidder

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

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

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

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

21. Period of Validity of Bids

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

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

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

22. Bid Security

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

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

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

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

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

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

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

(e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 21.2;

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

22.5 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 45.

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

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 21.2; 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: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;

22.7 The Bid Security or Bid- Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

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

(a) a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2;

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

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

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

23. Format and Signing of Bid

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

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

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

D. Submission and Opening of Bids

24. Submission, Sealing and Marking of Bids

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

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

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

24.2 The inner and outer envelopes shall:

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

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

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

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

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

25. Deadline for Submission

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

of Bids

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

26. Late Bids

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

27. Withdrawal, Substitution, and Modification of Bids

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

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

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

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

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

28. Bid Opening

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

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

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

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

E. Evaluation and Comparison of Bids

29. Confidentiality

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

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

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

30. Clarification of Bids

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

31. Responsiveness of Bids

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

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

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

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

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

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

32. Nonconformities, Errors, and Omissions

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

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

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

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

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

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

33. Preliminary Examination of Bids

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

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

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

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

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

34. Examination of Terms and Conditions; Technical

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

Evaluation

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

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

35. Margin of Preference

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

36. Evaluation of Bids

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37. Comparison of Bids

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

38. Post-qualification of the Bidder

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

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

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

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

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

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

F. Award of Contract

40. Award Criteria

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

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

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

42. Notification of Award

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

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

(ii) an executive summary of the Bid Evaluation Report

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

43. Signing of

43.1 Promptly after issue of letter of acceptance, the Purchaser shall

Contract

send the successful Bidder the Agreement and the Special Conditions of Contract.

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

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

44. Performance Security

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

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

45. Debriefing

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

Section II. Bidding Data Sheet (BDS)

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

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

ITB Clause Reference	**A. General**
ITB 1.1	The Purchaser is: *[insert* complete *name of Public Entity]*
ITB 1.1	The name and identification number of the Procurement are ***G/ONB/14-79/2025:*** **Supply and Delivery of vehicles and related accessories to the Ministry of Justice and Labour Relations** The Invitation for Bids has been issued through an Open national bidding procedure.
ITB 1.1	The name of the Project is: **Supply and Delivery of vehicles and related accessories to the Ministry of Justice and Labour Relations**
ITB 2.1	The Funding Agency is: **Ministry of Justice and Labour relations** The Funding Agency is: ____
ITB 3.1	(a) The address to file application for review is: **The Review Panel** **Private Bag 13295** **Windhoek** **Namibia**
ITB 5.2	A Bidder shall not have conflict of interest. All bidders found to have conflict of interest shall be disqualified.

ITB 5.3	A list of firms debarred from participating in Public Procurement in Namibia is available at **http://www.mof.gov.na/procurment -policy-unit** A list of firms debarred by World Bank is available at **http://www.worldbank.org/debarr**
	B. Contents of Bidding Documents
ITB 8.1	For **Clarification of bid purposes** only, the Purchaser's address is: Attention: **Ms Ester Kamati at 061 2066219** **Procurement Management Unit** **Head Office** **32 Mercedes Street** **Private Bag 19005** **Khomasdal, Namibia** Address: **Ministry of Justice and Labour Relations** **32 Mercedes Street** **Private Bag 19005** Town: **Windhoek-Khomasdal** Telephone: **Tel: +264 61 2066111** Facsimile number: **Fax: +264 61 212323** Ester.Kamati@mojlr.gov.na
ITB 8.1	Request for Clarification should reach the Purchaser not later than **14 days,** prior to the closing date for submission of bids.
	C. Preparation of Bids
ITB 12.1 (c)	(a) This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney. The name and position held by each person signing the authorization must

	be typed or printed below the signature. (b) In the case of Bids submitted by an existing or intended JV a Power of Attorney or an undertaking in the form of a written authorization signed by all parties (i) stating that all parties shall be jointly and severally liable, , and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. The name and capacity of each person signing the authorisation must be typed or printed below the signature. **Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.**
ITB 12.1 (h)	The Bidder shall submit the following mandatory documents in its bid: 1. Certified copy of a valid Certificate of Good Standing for Procurement Purposes, issued by the Ministry of Finance: NAMRA. 2. Certified copy of a valid Affirmative Action Compliance Certificate (issued in terms of Section 42 of the Affirmative Action (Employment) Act 29 of 1998, as amended); or Letter from the Employment Equity Commission (letter should be on letterhead, stamped and signed by the EEC). 3. have an original valid or certified copy of good Standing Social Security Certificate issued within the past 1 month from the date of issuance; 4. Certified Copy of the Close Corporation Certificate (issued in terms of Act 26 of 1988), Founding Statement, or any other relevant Company Registration Certificate. These Certificates should clearly indicate the goods/services that the Supplier/Bidder is registered to render. 5. Certified copy of a valid Certificate of Registration as an SME, issued by the Ministry of Industrialisation and Trade (if applicable). 6. A written undertaking issued in terms of Section 138 of the Labour Act, 2007 (Act No.11 of 20070, read in conjunction with Section 50 (2) (d) of the Public Procurement Act, 2015 (Act

	No.15 of 2015). 7. Attach proof of confirmation of account from a Namibia banking Institute, issued with the past 6 months. 8. Proof of warranty on all vehicles and equipment 9. Proof of last three (3) successful delivery with certified reference letters detailing the name and contact details of the issuer 10. Each page should be initialled, and the business principal should be in line.
ITB 14.1	Alternative Bids: Bids with equivalent or better performance specifications will be considered acceptable
ITB 15.5	The Incoterms edition is: the latest Incoterms.
ITB 15.7	The prices quoted by the Bidder: shall not be adjustable.
ITB 15.8	Prices quoted for each item of a lot shall correspond to 100 % of the quantities specified for this item of a lot.
ITB 16.1	Bidders shall quote only in Namibian dollars.
ITB 19.3	Prices are not adjustable to rate of exchange
ITB 20.1 (a)	A Performance Security “shall NOT” be required.
ITB 20.1 (b)	The period or expected lifetime before replacement that the goods offered are expected to be functioning and that parts will be available. 15 (fifteen years)
ITB 21.1	Manufacturer’s authorization is “required”
ITB 22.1	After sales service is “required”
ITB 22.3	The bid validity period shall be 120 (Hundred and Tweenty) days.
ITB 22.8	The amount of Bid Securing declaration shall be: ***N/A.***
	D. Submission and Opening of Bids
ITB 24.1	Bidders **“shall not** have the option of submitting their bids electronically.

ITB 24.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: **Not Applicable.**
ITB 24.2 (c)	The inner and outer envelopes shall bear the following additional identification marks**: G/ONB/14 -79/2025- Supply and Delivery of cars and related accessories to the Ministry of Justice and Labour Relations,** The Name and address of the bidder:
ITB 25.1	For bid submission purposes, **32 Mercedes Street, Khomasdal; Entrance door; First Floor, Room 214 Attention to: Ester Kamati, The Head of Procurement Management Unit**
ITB 26	Ministry of Justice and Labour Relations shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by NamPower after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
ITB 28.1	The Bids will be opened at 11:30 of the day **07 November 2025** at the following address Ministry of Justice and Labour Relations, 32 Mercedes Street, Khomasdal; Ground Floor, Ministry's Boardroom, Block D 13
	E. Evaluation and Comparison of Bids
ITB 35.1	A margin of preference **shall not** be applicable to local Domestic Suppliers as indicated in Section III.
ITB 36.3(a)	Evaluation will be done for **Evaluation will be done for 10x Lots** Bids will be evaluated by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison".

ITB 36.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: deviation in Delivery schedule: No. deviation in payment schedule: Not Applicable. (a) the cost of major replacement components, mandatory spare parts, and service: **Not Applicable.** (b) The availability in Namibia of spare parts and after-sales services for the equipment offered in the bid; **Yes**. Refer to Section III of the Evaluation Criteria (c) The projected operating and maintenance costs during the life of the vehicles and equipment; “Yes” (d) The performance and productivity of the equipment offered; **“Not Applicable”.** (e) Proof of spread of agents or fully fledge dealerships across Namibia. **Yes** (f) Proof of agents or dealerships carrying service and maintenance parts. **Yes** (g) Proof of past successful projects. **Yes** (h) Warrantee to be included should be at least three (3) years or **100000 km. Yes** (i) Technical compliance sheets to be completed. **Yes (See Annexure A)**
ITB 36.6	Bidders shall be allowed to quote separate prices for one or more lots. Refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate
	F. Award of Contract
ITB 41.1	The maximum percentage by which quantities may be increased or decreased is: **10 %.**

satisfactorily.

Section III. Evaluation and Qualification Criteria

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

Contents

1. Evaluation Criteria (ITB 36.3 (d))

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

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

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

(b) Deviation in payment schedule**. N/A**

(c) Cost of major replacement components, mandatory spare parts, and service. **N/A**

(e) Projected operating and maintenance costs.**N/A**

(f) Performance and productivity of the equipment. **N/A**

(g) Specific additional criteria:

(i) Warranty to be included should be at least 3 years or 100 000km.

1.1 Evaluation will be done as **Single lot (ITB 36.6)**

The applicable margins of preference are***: N/A***

2. Eligibility Criteria Evaluation

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

The eligibility criteria will be assessed based on a Yes or No / Pass or Fail. Only bidders who score a Yes for all the required (mandatory) documents as stated in Stage 1 in the table, will proceed to the next phase (Stage 2 - technical evaluation). A bidder that scores a NO in any of the criteria will be deemed non-responsive and be disqualified.

NB: Only valid certified copy of an original document as certified by commissioner of oath appointed in terms of the justices of the peace and commissioners of oaths act.1963 (act no. 16 of 1963 will be accepted. no colour photocopies allowed.

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

	Attribute	**Special Considerations**	**Tick off List if submitted**	**Weightings**
Stage 1, Mandatory Documents	**Mandatory documents** (To be submitted as proof that the bidder is in compliance with the requirements of the Public Procurement Act 2015 and requirements of National Planning Commission .)	1. Valid certified copy of Company registration/ Founding statement attached 2. Valid Original or certified copy of Good standing certificate from Namibia Revenue Agency (NAMRA) 3. Valid Original or certified copy of Good standing certificate from Social Security Commission with reference number specific to this bid. 4. Bidder have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action		**Pass/Fail criteria**

		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, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof been signed; 6. Principal business is in line with the requirements of the bids (Supply and Delivery of Vehicles and related accessories to the Ministry of Justice and Labour Relations,) 7. Bidder must attach certified copy/ies of car dealer authorization letter. 8. Attach proof of 5 purchases along with the corresponding authentic reference letters		

	Qualification criteria (To be submitted in order to ascertain that the bidder has relevant experience and has the knowledge and expertise into Supply and Delivery of vehicles offered)	9. Does the bidder commit to the delivery schedule? (**See and agree by signing on Section V on the Schedule of Requirements bullet 1. "List of Supply and Delivery of vehicle schedule")** 10. Submit proof of past successful delivery of similar goods. **(Letter on track record of past deliveries)** 11. Warrantee offered for all the vehicles. **(Provide letter and stipulate periods of warrantee)** 12. Technical and operator training included as per **(See and agree on Section V on Schedule of Requirements bullet 2. "List of related services")** 13. Commitment to sign SLA for future services on vehicles. **If an active SLA this is not needed. Please indicate as such. (Attach a letter of commitment if not.)**		Pass / Fail criteria

Stage 2, Technical Compliance	**Technical compliance (**Conformity on technical specifications on products requested.)	1. Detailed technical specifications of vehicles and related equipment. (Complete Section V on Schedule of Requirement in Technical Specifications") **by ticking off comply or not comply on bid document** (45%) 2. **Attach detailed technical information literature/brochures** to be provided to confirm specifications of offered models. (5%)		**Should pass with 75% to be considered at Stage 3**
	Technical support (The availability of the contractor/supplier or his/her agents to perform after support after delivery.)	1. **Provide valid proof** of the availability of critical and service spares in Namibia for models/items offered and quantities. (15%) 2. The spread of fully fledged dealerships across the country. **Complete table 1**		

		below (15%) 3. Accredited agents for these vehicles and after sales parts. (10%) **Complete table 1 below**. 4. Submit your after sales services plan for these lots**. Submit plan. (**10%)		
Stage 3,	**Price**	If Stage 1 and 2 is passed this Stage 3 is entered. The vehicle with the lowest price has preference over higher price **Prices breakdown should be detailed for each accessory and item.** **Suppliers should be indicated in the price schedule as well.**		100%

Table 1: Dealer and accredited agent spread across Namibia.

Bidders are required to complete the table below in order to obtain the scoring in bid evaluation criteria sections technical support/Stage 2 bullet 2 and 3. Failure to complete the table below will result in no score obtained for the technical support scoring.

Region	**Town**	**Fully fledged dealerships (Names)** **=15%**	**Accredited Agents (Names)** **=10%**
Zambezi	Katima Mulilo		
Erongo	Omaruru Usakos Karibib Swakopmund Walvisbay	____________________ ____________________ ____________________ ___________ ____________________ ____________________ _____________	____________________ ____________________ ____________________ ___________ ____________________ ____________________ _____________
Hardap	Mariental Rehoboth	____________________	____________________
Karas	Keetmanshoop Luderitz Noordoewer Karasburg	____________________ ____________________ ____________________ ____________________ ____________________	____________________ ____________________ ____________________ ____________________ ____________________
Kavango East/West	Rundu		
Khomas	Windhoek	____________________ ____________________ ____________________	____________________ ____________________ ____________________

		______________________ _______	______________________ _______
Ohangwena/Omusati/Oshana/	Ondangwa Oshakati	______________________ _________________ ______________________	______________________ _________________ ______________________
Omaheke	Gobabis		
Oshikoto	Tsumeb		
Otjizondjupa	Otjiwarongo Okahandja Grootfontein	______________________ ______________________ ______________________	______________________ ______________________ ______________________
Total Score 21			

Only bidders who score 75% and above will be allowed to proceed to stage 3

Section IV. Bidding Forms

Table of Forms

Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission*]
Procurement No.: *[insert reference number of bidding process]*

Page ________ of_ ______ pages

1. Bidder's Legal Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each party: *[insert legal name of each party in JV]*
3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]*
4. Bidder's Year of Registration: *[insert Bidder's year of registration]*
5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Name: *[insert Authorized Representative's name]* Address: *[insert Authorized Representative's Address]* Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]* Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1. ☐ In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
Procurement Ref. No.: *[insert reference number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addendum];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*

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

Discounts. If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: *[Specify in detail the method that shall be used to apply the discounts];*

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1, 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 undertake to obtain a Performance Security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;

(g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality each subcontractor and supplier]*

(h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;

(i) Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract—have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Namibia or official regulations in accordance with ITB Sub-Clause 5.3;

(j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid/ is payable and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
______________________	________________	_______________	__________
______________________	________________	_______________	__________
______________________	________________	_______________	__________
______________________	________________	_______________	__________

(If none has been paid or is to be paid, indicate "none.")

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

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name:____________ *[insert complete name of person signing the Bid Submission Form]*

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

Dated on ____________ day of __________________, _______ *[insert date of signing]*

Bid Securing Declaration

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

Date: ....[Day|month|year]..........

Procurement Ref No.: ....

To: ....
[insert complete name of Public Entity and address] ....

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.]

Self-Declaration Form

Ref No.: …………………………………..

Title: **Supply and delivery of vehicles and Related Accessories to the Ministry of Justice and Labour Relations**

I/We the undersigned declare that:

1. I / we are not blacklisted by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission;

2. I/ we are not blacklisted by African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group;

3. I/ we will submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment;

4. I/ we will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;

5. I/ we will not sought, attempted to obtain or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at_____________________________ this _____day of ____________ 2025.

Signature (of duly authorised officer): _________________________________.

Full Name and Designation: ____

Written undertaking

Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2007 and section 50(2)(D) of the Public Procurement Act, 2015

1. **EMPLOYERS DETAILS**

Company Trade Name:…………………………………………………………………

Registration Number :...…………………………………………………..

Vat Number: ……………………………………………………………

Industry/Sector: ………………………………………………………...

Place of Business:……………………………………………………

Physical Address:……………………………………………………

Tell No.:………………………………………………………………

Fax No.:………………………………………………………………

Email Address:…………………………………………………………

Postal Address:………………………………………………………

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

…………………………………………………………………………..

Email Address:…………………………………………………………

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*

I. Price Schedule Forms

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

Price Schedule

Bidder's name and address: ……………………………………………… ..………………………………………………..	Prices to be in Namibian dollars	**Date:**________________________ **Procurement Ref. No:** G/ONB/14-79/2025

1	2	3	4	5	6	7	8	9
Line Item No.	Description of Goods and related services	Delivery	Quantity and physical unit	Unit price DDP	Total DDP price per line item (Col. 4□5)	Price per line item for inland transportation to convey the Goods to their final destination	VAT payable per line item if Contract is awarded	Total Price per line item
Lot 1	2.4 - Double Cab 4x4 Petrol Driven Light Delivery Vehicle;Manual Transmission,2x 4 Driven Light Delivery Vehicle with: Canopy, 140L Fuel Capacity, Underbody & Cavity Treatment, and Glacier white Colour. Additional fuel tank	3 Months	7					
Lot 2	SUV 1.8 Petrol, Engine capacity, 47 fuel tank Size, Automatic,	3 Months	5					

	body Colour: White/Grey/Silver							

Section IV Bidding Forms

	Rhino Man Expedition Canopy (see specs. on page 60	4Months	1					
Lot 3	2.4 – Single Cab Petrol 4x4 Driven Light Delivery Vehicle, Manual Transmission,2x4 Petrol Driven Light Delivery Vehicle with: Canopy, 140L Fuel Capacity Under	3 Months	2					

	body & Cavity Treatme nt, Addition al Fuel Tank							
Lot 4	2.4 – SUV 2.4 off road, Manual Transmission,2 x4 Diesel Driven Light Delivery Vehicle with: 80L Fuel Capacity, Tow Bar & Bull Bar, White Colour	3 Months	1					
Lot 5:	Lot 5: Bus 16 eaters, 2x5 Petrol Driven Light Delivery Vehicles– Manual Transmission, 80L Fuel Capacity, Tow Bar & Bull	3 Month	1					

	Bar, White Colour							
							Total Bid Price	

[This form is to be deleted if Manufacture Authorization is not applicable.]

Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid Submission]*
Procurement Ref. No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at [*insert full address of Manufacturer's factories*], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

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

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on ____________ day of __________________, _______ *[insert date of signing]*

PART 2 – Supply Requirements

Section V. Schedule of Requirements

Contents

List of Vehicles and Delivery Schedule

Line Item No.	Description of Goods	Quantity	Physical unit	Final Destination (Project Site) as specified in BDS	Delivery (as per Incoterms) Date		
					Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [*to be provided by the bidder*]
Lot 1	2.4 - Double Cab 4x4 Petrol Driven Light Delivery Vehicle;Manual Transmission,2x4 Driven Light Delivery Vehicle with: Canopy, 140L Fuel Capacity, Underbody & Cavity Treatment, and Glacier white Colour. Additional fuel tank	7	each	Ministry of Justice and labour relations Windhoek	One month	Three Month after Purchase order release	
Lot 2	SUV 1.8 Petrol, Engine capacity, 47 fuel tank Size, Automatic, body Colour: White/Grey/Silver	5	each	Ministry of Justice and labour relations Windhoek	One month after purchase order release date	Three Month after Purchase order release	
Lot 3	2.4 – Single Cab Petrol 4x4 Driven Light Delivery Vehicle, Manual Transmission,2x4 Petrol Driven Light Delivery	2	each	Ministry of Justice and labour relations Windhoek	One month	Three months	

	Vehicle with: Canopy, 140L Fuel Capacity				after purchase order release date	after purchase order release	

4.	2.4 – SUV 2.4 off road, Manual Transmission,2x4 Diesel Driven Light Delivery Vehicle with: 80L Fuel Capacity, Tow Bar & Bull Bar, White Colour	1	each	Ministry of Justice and labour relations Windhoek	One month after purchase order release date	Three (3) months after purchase order release	
5.	Bus 16 eaters, 2x5 Petrol Driven Light Delivery Vehicles– Manual Transmission, 80L Fuel Capacity, Tow Bar & Bull Bar, White Colour	1	each	Ministry of Justice and labour relations Windhoek	One month after purchase order release date	Three (3) months after purchase order release	

List of Related Services and Completion Schedule

Service	Description of Service	Quantity	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Pre-delivery service and inspection for all vehicles.	16	each	At the successful bidders' place	Before delivery

3.Technical Specifications

The Goods and Related Services shall comply with following Technical Specifications and Standards, the following part to be completed by bidders:

Technical Specifications

The Goods and Related Services shall comply with following Technical Specifications and Standards, the following part to be completed by bidders:

LOT 1: 2.4 - Double Cab 4x4 Petrol Driven Light Delivery Vehicle; Manual Transmission,2x4 Driven Light Delivery Vehicle with: Canopy, 140L Fuel Capacity, Underbody & Cavity Treatment or Alternative vehicle with equivalent or better performance specifications. and Glacier white Colour, Additional fuel tank

Technical Specifications		Comply	Not comply
Vehicle Make: Double Cab	Double Cab, 2.4 4x4		
Body Type	Bakkie Double Cab		
1st Row Seat Configuration	5-Seater		
Maximum Power (kW @ r/min)	150@3000-3400		
Maximum Torque (Nm @ r/min)	500@1600-2800		
Number of Cylinders and Arrangement	Inline 4		
Engine capacity (liter)	2.4		
Fuel System	Petrol		
Transmission	Manual 6-Speed		
Driven Wheels	4WD/Part-Time		
Differential Lock	With		
Air conditioner	Auto Dual Zone		
Audio System	Display Audio, DAB		

Wheel and Tyres	Full Alloy F:265-65R17 Alloy/R:265-65R Alloy		
Colour	Glacier White		
Fuel Capacity (L)	140		
Anti-Theft System	Siren/Alarm, Immobiliser,		
Front Airbag(s)	Standard Driver + Passenger		
Service Plan	9 Services/90,000 km		
Service Interval	12 Months/10,000KM		
Warranty	3 years/100,000 km		
All vehicles shall be equipped with the following: • One spare rim and tyre (same size as the other wheels) • One set of Operators Manuals • One set of Service and Maintenance Manuals • One set of Parts Manuals • One set of tools including jack and wheel spanner • Loose rubber mats (1 per seat)			
Separate prices for the following optional fitted extras where available/applicable shall be quoted. • Factory approved air conditioner • Bull bar where applicable (wrap around with light protection) – specify type. • Extra fuel tank underneath the body - Specify capacity. • Tow bar (double			

tube with step plate -SABS approved) • Canopy where applicable • Rails for the load box where applicable			
Extra Accessories			
Corrosion Protection – Under body, Cavity Treatment & Rubberizing	Standard		
Fire Extinguisher	2.5KG (Mounted in vehicle)		
2 x Triangles	Standard		
Extra Tank	60L		
Canopy	Standard		
Number of Vehicles required by Purchaser			
(Seven) 7			

NB, please provide separate quotation for Alternative vehicle with equivalent or better performance specifications.

<u>ADDITIONAL SPECIFICATIONS-LOT 1</u>

<u>NB:NO SECOND-HAND VEHICLE WILL BE CONSIDERED</u>

- Grey import vehicles legally imported from another country through channels other than the maker's official distribution system will not be considered.
- All the vehicles shall be suitable to operate on all Namibian roads.
- The vehicles shall comply with the Road Traffic Ordinance and Regulations as amended in the Republic of Namibia

Full Maintenance Options. Tenderers shall offer all available maintenance options (including service plans) with the respective prices.
Information to illustrate tenderer's ability to provide backup/after sales services

- Bidders must state for which uninterrupted period they have been dealers for the vehicle offered.
- Bidders must submit details of their local workshop facilities stating workshop area, the number of qualified artisans and total number of employees available for maintenance and repair tasks.
- Preference will be given to vehicle makes for which there are agents across Namibia and where spares are easily obtainable. A list of factories approved spares agents and factory approved service centres must be supplied on a separate page.
- Preference will be given to Tenderers proving to carry sufficient stocks of all likely spare parts for the equipment offered. The Tenderer shall, on request, list all spare parts normally in stock.

Bidders must have a demonstration model of the offered vehicle available for inspection and demonstration.

If within the first six months of the guarantee period, 20% or more of any class of component fails, Ministry of Labour, Industrial Relations and Employment Creation shall have the right to demand replacement of all that class of component on the Bidder’s account and the bidder accepts this liability by virtue of submission of an offer.

Bidders shall provide proof and/or detailed information of the following:

- Pre-delivery service
- Warranty
- Service intervals
- Wheel alignment report at delivery

Alternative Offers

- NO alternative offers will be considered

Training Required

If the vehicle offered contains any specialized equipment or functions not normal to standard vehicles, or any newly developed systems requiring special attention, these must be stipulated clearly in the offer. Provision for training in the use and application of this functions/systems/equipment should be included in the price of the vehicle offered for two drivers.

Preferences in Cost and Delivery Period

Preferences will be given to bidders quoting fixed prices.

Delivery period shall not exceed Thirty (30) days from the date of award of this bid.

Guarantee

The bidder shall clearly state the period of guarantee applicable for the vehicle offered as well as what exactly the guarantee includes and excludes.

Special Requirements

- The colour of the vehicles shall be white/grey/silver. Factory approved stripes will be allowed.
- The bid price shall include the registration and number plates of the vehicle with the traffic authorities in Windhoek.
- The vehicle shall be supplied with FULL fuel tanks on delivery.

The specifications for equipment required by the Purchaser are shown in the first two columns from the tables below. The Bidder shall provide the specifications of his/her offer

on the right-hand blank column. Each item and sub-item must have a written/typed response. No item or sub-item shall be left blank without a response.
If necessary, the Bidder can provide an OEM brochure and/or a separate submission for any of the standard features and/or optional extras of the tendered equipment that differ from those reflected in the tenderer.

Lot 2: SUV 1.8 Petrol, Engine capacity, or Alternative vehicle with equivalent or better performance specifications 47 fuel tank Size, Automatic, body Colour: White/Grey/Silver

The Goods and Related Services shall comply with following Technical Specifications and Standards, the following part to be completed by bidders:

Technical Specifications		Comply	Not comply
Vehicle Make: SUV	SUV		
1st Row Seat Configuration	2		
2nd Row Seat Configuration	3		
Maximum Power (kW @ r/min)	103@6400		
Maximum Torque (Nm @ r/min)	172@4000		
Number of Cylinders and Arrangement	In-line 4		
Engine capacity (litre)	1.8		
Transmission	Manual 6-Speed /Automatic		
Driven Wheels	FWD		
Fuel System	Petrol		
Air conditioner	Manual		
Audio System	Display Audio		
Spare Tyre	Full 195-65R15 Steel		
Wheel and Tyre	F: 215-60R17 Al/R:215-60R17 Al		
Body Colour	White		
Fuel Tank Size (L)	47		
Anti-Theft System	Immobiliser/ Alarm		
Anti-Lock Braking System (ABS)	Standard		
Service Plan	6 Services/45000 km		

Warranty	3 years/100000 km		
Service Interval	12 Months/15 000km		
maker's official distribution system will not be considered. • All the vehicles shall be suitable to operate on all Namibian roads. • The vehicles shall comply with the Road Traffic Ordinance and Regulations as amended in the Republic of Namibia			
All vehicles shall be equipped with the following: • One spare rim and tyre (same size as the other wheels) • One set of Operators Manuals • One set of Service and Maintenance Manuals • One set of Parts Manuals • One set of tools including jack and wheel spanner • Loose rubber mats (1 per seat) • Well known and market-approved set of radial type tyres. • A factory-approved immobilizer			

Factory approved air conditioner			
Number of Vehicles required by Purchaser		Number of Vehicles Bidder can Supply	
Five (5)			

NB, please provide separate quotation for Alternative vehicle with equivalent or better performance specifications.

NB:NO SECOND-HAND VEHICLE WILL BE CONSIDERED.

ADDITIONAL SPECIFICATIONS-LOT 2

• Grey import vehicles legally imported from another country through channels other than the maker's official distribution system will not be considered.

Separate prices for the following optional fitted extras where available/applicable shall be quoted.

Full Maintenance Options. Tenderers shall offer all available maintenance options (including service plans) with the respective prices.

Information to illustrate tenderer’s ability to provide backup/after sales services

• Bidders must state for which uninterrupted period they have been dealers for the vehicle offered.

• Bidders must submit details of their local workshop facilities stating workshop area, the number of qualified artisans and total number of employees available for maintenance and repair tasks.

• Preference will be given to vehicle makes for which there are agents across Namibia and where spares are easily obtainable. A list of factories approved spares agents and factory approved service centres must be supplied on a separate page.

• Preference will be given to Tenderers proving to carry sufficient stocks of all likely spare parts for the equipment offered. The Tenderer shall, on request, list all spare parts normally in stock.

Bidders must have a demonstration model of the offered vehicle available for inspection and demonstration.

If within the first six months of the guarantee period, 20% or more of any class of component fails, Ministry of Justice and Labour Relations shall have the right to demand replacement of all that class of component on the Bidder’s account and the bidder accepts this liability by virtue of submission of an offer.

Bidders shall provide proof and/or detailed information of the following:

- Pre-delivery service
- Warranty
- Service intervals
- Wheel alignment report at delivery

Alternative Offers

- NO alternative offers will be considered

Training Required

If the vehicle offered contains any specialized equipment or functions not normal to standard vehicles, or any newly developed systems requiring special attention, these must be stipulated clearly in the offer. Provision for training in the use and application of this functions/systems/equipment should be included in the price of the vehicle offered for two drivers.

Preferences in Cost and Delivery Period

Preferences will be given to bidders quoting fixed prices.

Delivery period shall not exceed Thirty (30) working days from the date of award of this bid.

Guarantee

The bidder shall clearly state the period of guarantee applicable for the vehicle offered as well as what exactly the guarantee includes and excludes.

Special Requirements

- The colour of the vehicles shall be white/grey/silver. Factory approved stripes will be allowed.
- The bid price shall include the registration and number plates of the vehicle with the traffic authorities in Windhoek.
- The vehicle shall be supplied with FULL fuel tanks on deliver

Lot:3 2.4 – Single Cab Petrol 4x4 Driven Light Delivery Vehicle, Manual Transmission,2x4 Petrol Driven Light Delivery Vehicle with: Canopy, 140L Fuel Capacity, Underbody & Cavity Treatment or Alternative vehicle

with equivalent or better performance specifications, Additional Fuel Tank

The Goods and Related Services shall comply with following Technical Specifications and Standards, the following part to be completed by bidders:

Basic Specifications		Comply	Non comply
Vehicle Make: Single Cab	Single cab 2.4 4x4		
1st Row Seat Configuration	2		
Maximum Power (kW @ r/min)	110@3400		
Maximum Torque (Nm @ r/min)	400@1600-2000		
Number of Cylinders and Arrangement	In-line 4		
Engine capacity (litre)	2.4		
Fuel System	Petrol		
Transmission	Manual 6-Speed		
Driven Wheels	4WD - Part-time		
Number of Cylinders and Arrangement	Inline 4		
Air conditioner	Manual		
Audio System	Display Audio, DAB		
Spare Tyres	Full Alloy		
Wheel and Tyre	All Terrain F:265-65R17 Alloy R:265-65R17 Alloy		
Colour	White		
Fuel Tank Size (L)	140		
Anti-Theft System	Siren/Alarm,Immobiliser,Intrusion Sensor, Gear Lock		
Anti-Lock Braking System (ABS)	Standard		
Service Plan	9 Services//90,000 km		
Service Interval	12 months/10,000Km		
Warranty	3 years/100000 km		
• All the vehicles shall be suitable to operate on all Namibian roads. • The vehicles shall comply			

with the Road Traffic Ordinance and Regulations as amended in the Republic of Namibia			
All vehicles shall be equipped with the following: • One spare rim and tyre (same size as the other wheels) • One set of Operators Manuals • One set of Service and Maintenance Manuals • One set of Parts Manuals • One set of tools including jack and wheel spanner • Loose rubber mats (1 per seat) • Well known and market-approved set of radial type tyres. • A factory-approved immobilizer			
Factory approved air conditioner			
Extra Accessories			
Underbody and cavity treatment and Rubberising	Standard		
Fire Extinguisher 2.5KG (Mounted in	Standard		

vehicle)			
Canopy	Standard		
2 x Triangles	Standard		

Number of Vehicles required by Purchaser	Number of Vehicles Bidder can Supply
Two (2)	

NB, please provide separate quotation for Alternative vehicle with equivalent or better performance specifications.

NB:NO SECOND-HAND VEHICLE WILL BE CONSIDERED

ADDITIONAL SPECIFICATIONS-LOT 3

- Grey import vehicles legally imported from another country through channels other than the maker's official distribution system will not be considered.

Separate prices for the following optional fitted extras where available/applicable shall be quoted.

- Bull bar where applicable (wrap around with light protection) – specify type.
- Tow bar (double tube with step plate -SABS approved)
- Canopy where applicable
- Rails for the load box where applicable

Full Maintenance Options. Tenderers shall offer all available maintenance options (including service plans) with the respective prices.

Information to illustrate tenderer’s ability to provide backup/after sales services

- Bidders must state for which uninterrupted period they have been dealers for the vehicle offered.
- Bidders must submit details of their local workshop facilities stating workshop area, the number of qualified artisans and total number of employees available for maintenance and repair tasks.
- Preference will be given to vehicle makes for which there are agents across Namibia and where spares are easily obtainable. A list of factories approved spares agents and factory approved service centres must be supplied on a separate page.
- Preference will be given to Tenderers proving to carry sufficient stocks of all likely spare parts for the equipment offered. The Tenderer shall, on request, list all spare parts normally in stock.

Bidders must have a demonstration model of the offered vehicle available for inspection and demonstration.

If within the first six months of the guarantee period, 20% or more of any class of component fails, Ministry of Justice and Labour Relations shall have the right to demand replacement of all that class of component on the Bidder’s account and the bidder accepts this liability by virtue of submission of an offer.

Bidders shall provide proof and/or detailed information of the following:

- Pre-delivery service
- Warranty
- Service intervals
- Wheel alignment report at delivery

Alternative Offers

- NO alternative offers will be considered

Training Required

If the vehicle offered contains any specialized equipment or functions not normal to standard vehicles, or any newly developed systems requiring special attention, these must be stipulated clearly in the offer. Provision for training in the use and application of this functions/systems/equipment should be included in the price of the vehicle offered for two drivers.

Preferences in Cost and Delivery Period

Preferences will be given to bidders quoting fixed prices.

Delivery period shall not exceed Thirty (30) working days from the date of award of this bid.

Guarantee

The bidder shall clearly state the period of guarantee applicable for the vehicle offered as well as what exactly the guarantee includes and excludes.

Special Requirements

- The colour of the vehicles shall be white/grey/silver. Factory approved stripes will be allowed.
- The bid price shall include the registration and number plates of the vehicle with the traffic authorities in Windhoek.
- The vehicle shall be supplied with FULL fuel tanks on delivery.

Lot 4: 2.4 – SUV 2.4 off road, Manual Transmission,2x4 Diesel Driven Light Delivery Vehicle with: 80L Fuel Capacity, Tow Bar & Bull Bar or Alternative vehicle with equivalent or better performance specifications, White Colour

Basic Specifications	Comply	Not Compy

Vehicle Make: SUV OFF ROAD	2.4 4x4		
1st Row Seat Configuration	2		
Maximum Power (kW @ r/min)	110@3400		
Maximum Torque (Nm @ r/min)	400@1600-2000		
Number of Cylinders and Arrangement	In-line 4		
Engine capacity (litre)	2.4		
Fuel System	Diesel/ Petrol		
Transmission	Manual 6-Speed/ Automatic		
Driven Wheels	RWD - Part-time		
Number of Cylinders and Arrangement	Inline 4		
Air conditioner	Manual		
Audio System	Display Audio, DAB		
Towbar	Standard		
Spare Tyres	Full Alloy		
Wheel and Tyre	All Terrain F:265-60R18 Alloy R:265-60R18 Alloy		
Colour	White		
Fuel Tank Size (L)	80		
Anti-Theft System	Immobiliser/ Alarm,Intrusion Sensor, Glass Break Sensor		
Anti-Lock Braking System (ABS)	Standard		
Service Plan	9 Services//90,000 km		
Service Interval	12 months/10,000Km		
Warranty	3 years/100000 km		
All the vehicles shall be suitable to operate on all Namibian roads. • The vehicles shall comply with the Road Traffic Ordinance and Regulations as amended in the Republic of Namibia			
All vehicles shall be equipped with the following: • One spare rim and tyre (same size as the other wheels) • One set of Operators Manuals • One set of Service and Maintenance Manuals • One set of Parts Manuals • One set of tools including jack and wheel spanner • Loose rubber mats (1 per seat)			

• Well known and market-approved set of radial type tyres. • A factory-approved immobilizer			
Factory approved air conditioner			
Extra Accessories			
Towbar -step	Standard		
Bull-Bar	Full Cover		
Fire Extinguisher 2.5KG (Mounted in vehicle)	Standard		
2 x Triangles	Standard		
Service centres in major areas in Namibia	Ondangwa/Oshakati		
	Rundu		
	Katima Mulilo		
	Tsumeb		
	Otjiwarongo		
	Keetmanshoop		
	Windhoek		
	Gobabis		
	Mariental		
	Walvis Bay/Swakopmund		

Number of Vehicles required by Purchaser	Number of Vehicles Bidder can Supply	
One (1)		

NB, please provide separate quotation for Alternative vehicle with equivalent or better performance specifications.

NB:NO SECOND-HAND VEHICLE WILL BE CONSIDERED

ADDITIONAL SPECIFICATIONS-LOT 4

- Grey import vehicles legally imported from another country through channels other than the maker's official distribution system will not be considered.
- Separate prices for the following optional fitted extras where available/applicable shall be quoted.

- Bull bar where applicable (wrap around with light protection) – specify type.
- Tow bar (double tube with step plate -SABS approved)
- Canopy where applicable
- Rails for the load box where applicable

Full Maintenance Options. Tenderers shall offer all available maintenance options (including service plans) with the respective prices.
Information to illustrate tenderer's ability to provide backup/after sales services

- Bidders must state for which uninterrupted period they have been dealers for the vehicle offered.
- Bidders must submit details of their local workshop facilities stating workshop area, the number of qualified artisans and total number of employees available for maintenance and repair tasks.
- Preference will be given to vehicle makes for which there are agents across Namibia and where spares are easily obtainable. A list of factories approved spares agents and factory approved service centres must be supplied on a separate page.
- Preference will be given to Tenderers proving to carry sufficient stocks of all likely spare parts for the equipment offered. The Tenderer shall, on request, list all spare parts normally in stock.

Bidders must have a demonstration model of the offered vehicle available for inspection and demonstration.
If within the first six months of the guarantee period, 20% or more of any class of component fails, Ministry of Justice and Labour Relations shall have the right to demand replacement of all that class of component on the Bidder's account and the bidder accepts this liability by virtue of submission of an offer.
Bidders shall provide proof and/or detailed information of the following:

- Pre-delivery service
- Warranty
- Service intervals
- Wheel alignment report at delivery

Alternative Offers

- NO alternative offers will be considered

Training Required
If the vehicle offered contains any specialized equipment or functions not normal to standard vehicles, or any newly developed systems requiring special attention, these must be stipulated clearly in the offer. Provision for training in the use and application of this functions/systems/equipment should be included in the price of the vehicle offered for two drivers.
Preferences in Cost and Delivery Period
Preferences will be given to bidders quoting fixed prices.
Delivery period shall not exceed Thirty (30) working days from the date of award of this bid.
Guarantee
The bidder shall clearly state the period of guarantee applicable for the vehicle offered as well as what exactly the guarantee includes and excludes.
Special Requirements

- The colour of the vehicles shall be white/grey/silver. Factory approved stripes will be allowed.
- The bid price shall include the registration and number plates of the vehicle with the traffic authorities in Windhoek.
- The vehicle shall be supplied with FULL fuel tanks on delivery.

Lot 5: Bus 16 eaters, 2x5 Petrol Driven Light Delivery Vehicles– Manual Transmission, 80L Fuel Capacity, Tow Bar & Bull Bar or Alternative vehicle with equivalent or better performance specifications White Colour

Basic Specifications		Supplier Spec
Vehicle Make: Bus	2.5	
1st Row Seat Configuration	2	
Maximum Power (kW @ r/min)	75@3600	
Maximum Torque (Nm @ r/min)	260@1600-2400	
Number of Cylinders and Arrangement	In-line 4	
Engine capacity (litre)	2.5	
Fuel System	Diesel/ Petrol	
Transmission	Manual 5-Speed	
Driven Wheels	RWD - Part-time	
Number of Cylinders and Arrangement	Inline 4	
Air conditioner	Manual	
Audio System	Display Audio, DAB	
Towbar	Standard	
Spare Tyres	Full Alloy	
Wheel and Tyre	F:195-R15 R:195-R15	
Colour	White	
Fuel Tank Size (L)	80	
Anti-Theft System	Siren/Alarm,Immobiliser,Intrusion Sensor, Gear Lock	
Anti-Lock Braking System (ABS)	Standard	
Service Plan	9 Services//90,000 km	
Service Interval	12 months/10,000Km	
Warranty	3 years/100000 km	
All vehicles shall be equipped		

with the following: • One spare rim and tyre (same size as the other wheels) • One set of Operators Manuals • One set of Service and Maintenance Manuals • One set of Parts Manuals • One set of tools including jack and wheel spanner • Loose rubber mats (1 per seat) • Well known and market-approved set of radial type tyres. • A factory-approved immobilizer		
Separate prices for the following optional fitted extras where available/applicable shall be quoted. • Factory approved air conditioner • Bull bar where applicable (wrap around with light protection) – specify type. • Tow bar (double tube with step plate -SABS approved) • Canopy where applicable • Rails for the load box where applicable		
All the vehicles shall be suitable to operate on all Namibian roads. • The vehicles shall comply with the Road Traffic Ordinance and Regulations as amended in the Republic of Namibia		

Extra Accessories		Supplier Spec
Air conditioning system	Standard	
Fire Extinguisher 2.5KG (Mounted in vehicle)	Standard	

2 x Triangles	Standard	
Number of Vehicles required by Purchaser		
One (1)		

NB, please provide separate quotation for Alternative vehicle with equivalent or better performance specifications.

<u>NB:NO SECOND-HAND VEHICLE WILL BE CONSIDERED</u>

<u>ADDITIONAL SPECIFICATIONS-LOT 5</u>

- Grey import vehicles legally imported from another country through channels other than the maker's official distribution system will not be considered.

Full Maintenance Options. Tenderers shall offer all available maintenance options (including service plans) with the respective prices.

Information to illustrate tenderer's ability to provide backup/after sales services

- Bidders must state for which uninterrupted period they have been dealers for the vehicle offered.
- Bidders must submit details of their local workshop facilities stating workshop area, the number of qualified artisans and total number of employees available for maintenance and repair tasks.
- Preference will be given to vehicle makes for which there are agents across Namibia and where spares are easily obtainable. A list of factory approved spares agents and factory approved service centres must be supplied on a separate page.
- Preference will be given to Tenderers proving to carry sufficient stocks of all likely spare parts for the equipment offered. The Tenderer shall, on request, list all spare parts normally in stock.

Bidders must have a demonstration model of the offered vehicle available for inspection and demonstration.

If within the first six months of the guarantee period, 20% or more of any class of component fails, Ministry of Justice and Labour Relations shall have the right to demand replacement of all that class of component on the Bidder's account and the bidder accepts this liability by virtue of submission of an offer.

Bidders shall provide proof and/or detailed information of the following:

- Pre-delivery service
- Warranty
- Service intervals
- Wheel alignment report at delivery

Alternative Offers

- NO alternative offers will be considered

Training Required

If the vehicle offered contains any specialized equipment or functions not normal to standard vehicles, or any newly developed systems requiring special attention, these must be stipulated clearly in the offer. Provision for training in the use and application of this functions/systems/equipment should be included in the price of the vehicle offered for two drivers.

Preferences in Cost and Delivery Period

Preferences will be given to bidders quoting fixed prices.

Delivery period shall not exceed Thirty (30) working days days from the date of award of this bid.

Guarantee

The bidder shall clearly state the period of guarantee applicable for the vehicle offered as well as what exactly the guarantee includes and excludes.

Special Requirements

- The colour of the vehicles shall be white. Factory approved stripes will be allowed.
- The bid price shall include the registration and number plates of the vehicle with the traffic authorities in Windhoek.
- The vehicle shall be supplied with FULL fuel tanks on delivery.

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section IV. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 41.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that "delivery" takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the

Purchaser’s delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

4. Inspections and Tests

The following inspections and tests shall be performed: ***Refer to vehicle specification***

PART 3 - Contract

Section VI. General Conditions of Contract

Table of Clauses

Section VI. General Conditions of Contract

1. Definitions

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

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

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

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

(d) "Day" means calendar day.

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

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

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

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

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

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

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

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

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

2. Contract Documents

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

3. Fraud and Corruption

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

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

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

(ii) "fraudulent practice" 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[7];

(iii) "collusive practice" is an arrangement between two or more parties[8] designed to achieve an improper purpose, including to influence

[6] "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Public Entity's staff and employees of other organizations taking or reviewing procurement decisions.

[7] "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] "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

improperly the actions of another party;

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

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Public Entity's 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; or

(bb) acts intended to materially impede the exercise of the Public Entity's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Public Entity].

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

4. Interpretation

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

4.2 Incoterms

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

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

[9] "Party" refers to a participant in the procurement process or contract execution.

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

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

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

4.6 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association

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

7. Eligibility

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

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

8. Notices

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

8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

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

10. Settlement of Disputes

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

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

10.3 Notwithstanding any reference to arbitration herein,

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

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

11. Inspections and Audit

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

12. Scope of Supply

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

13. Delivery and Documents

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

14. Supplier's Responsibilities

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

15. Contract Price

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

16. Terms of Payment

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

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

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

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

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

17. Taxes and Duties

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

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

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

18. Performance Security

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

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

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

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

19. Copyright

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

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

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

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

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

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

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

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

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

21. Subcontracting

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

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

22. Specifications and Standards

22.1 Technical Specifications and Drawings

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

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

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to

Documents their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

24. Insurance

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

25. Transportation

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

26. Inspections and Tests

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

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

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

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

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

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

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

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

27. Liquidated Damages

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

28. Warranty

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

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

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

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

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

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

29. Patent Indemnity

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

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

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

Goods.

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

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

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

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

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

30. Limitation of Liability

30.1 Except in cases of criminal negligence or willful misconduct,

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

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

31. Change in Laws and Regulations

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

32. Force Majeure

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

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

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

33. Change Orders and Contract

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

Amendments

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

(b) the method of shipment or packing;

(c) the place of delivery; and

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

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

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

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

34. Extensions of Time

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

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

Clause 34.1.

35. Termination

5.1 Termination for Default

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

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

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

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

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

5.2 Termination for Insolvency.

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

5.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

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

36. Assignment

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

37. Export Restriction

7.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Namibia, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

Section VII. Special Conditions of Contract

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

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

GCC 1.1(h)	The Purchaser is: *[Insert complete legal name of the Public Entity]*.
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: *[Insert name(s) and detailed information on the location(s) of the site(s)]*.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties hereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: *[exceptional; refer to other internationally accepted trade terms]*
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010.
GCC 8.1	For **<u>notices</u>**, the Purchaser's address shall be: Attention: *[insert full name of person, if applicable]* Street: *[insert street address and number]* Floor/ Room number*: [insert floor and room number, if applicable]* City: *[insert name of city or town]* Telephone: *[include telephone number, including country and city codes]* Facsimile number: *[insert facsimile number, including country and city codes]*
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: In the case of a dispute between the Purchaser and a Supplier who is a national of Namibia, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Namibia.
GCC 13.1	Details of Shipping and other Documents to be furnished by Suppliers

	are: ***Sample provision*** ***(a) For imported Goods supplied on the basis of delivery to warehouse-DDP:*** Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser: (i) one original and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) two copies of the packing list identifying contents of each package; (iii) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (iv) one original of the Supplier's Certificate of Origin covering all items supplied; (v) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required) (vi) other procurement-specific documents required for delivery/payment purposes. ***(b) For goods from local manufacturers:*** (i) one original and two copies of the Supplier's invoice, showing Purchaser, the Procurement Reference number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) two copies of the packing list identifying contents of each package; (iii) original copy of the Certificate of Inspection furnished to manufacture by the nominated inspection agency and two copies (where inspection is required), and (iv) other procurement-specific documents required for delivery/payment purposes.

GCC 15.1	The prices charged for the Goods supplied and the related Services performed *[insert "shall" or "shall not," as appropriate]* be adjustable. If prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used.
GCC 16.1	***[Sample provision]*** The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: (i) **On Acceptance:** The Contract Price of Good received shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.
GCC 16.4 (b)	Local Suppliers shall be paid in Namibian dollars only. The prices *[insert "shall not" or "may"] be* adjustable to fluctuation in the rate of exchange.
GCC 16.5	Interest shall be payable immediately after the due date for payment. The interest rate shall be the legal rate.
GCC 18.1	A Performance Security *[insert "shall" or "shall not" be required]* *[If a Performance Security is required, insert "the amount of the Performance Security shall be: [insert amount]* *[The amount of the Performance Security is usually expressed as a percentage of the Contract Price. The percentage varies according to the Purchaser's perceived risk and impact of non performance by the Supplier. A 10% percentage is used under normal circumstances]*
GCC 18.3	If required, the Performance Security shall be denominated Namibian Dollars
GCC 18.4	Discharge of the Performance Security shall take place: *[insert date if different from the one indicated in sub clause GCC 18.4]*
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: *[insert in detail the type of packing required, the markings in the packing and all documentation required]*

GCC 24.1	The insurance coverage shall be as specified in the Incoterms. If not in accordance with Incoterms, insurance shall be as follows: *[insert specific insurance provisions agreed upon, including coverage, and amount in Namibian Dollars]*
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: *[insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Namibia, defined as the Project Site. Transport to such place of destination in Namibia, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)]*
GCC 26.1	The inspections and tests shall be: *[insert nature, frequency, procedures for carrying out the inspections and tests]*
GCC 26.2	The Inspections and tests shall be conducted at: *[insert name(s) of location(s)]*
GCC 27.1	The liquidated damages shall be: [*insert number- around 1 % of the contract price]* per week
GCC 27.1	The maximum amount of liquidated damages shall be: *[4 to 10]* %
GCC 28.3	The period of validity of the Warranty shall be: *[insert number]* days For purposes of the Warranty, the place(s) of final destination(s) shall be: *[insert name(s) of location(s)]*
GCC 28.5	The period for repair or replacement shall be: 30 days.

Section VIII. Contract Forms

Table of Forms

1. Contract Agreement

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

THIS CONTRACT AGREEMENT is made

the *[insert:* ***number*** *]* day of *[insert:* ***month*** *], [insert:* ***year*** *]*.

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { Namibia }, or company incorporated under the laws of {Namibia}]* and having its principal place of business at *[insert address of Purchaser]* (hereinafter called "the Purchaser"), and

(2) *[insert name of Supplier]*, a company incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Namibian Dollars]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

   (a) This Contract Agreement

   (b) Special Conditions of Contract

   (c) General Conditions of Contract

   (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

   (e) The Supplier's Bid and original Price Schedules

   (f) The Purchaser's Notification of Award

   (g) *[Add here any other document(s)]*

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

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

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

[This form is to be deleted if Performance Security is not applicable] **APPENDIX TO CONTRACT**

PERFORMANCE SECURITY (BANK GUARANTEE)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Procurement Reference No. and title*: [insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Purchaser]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month], [insert year]* with you, for the supply of *[description of goods and related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s[10]) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month] [insert year],[11]* and any demand for payment under it must be received by us at this office on or before that date.

..Bank's seal and authorized signature(s) ....

---

[10] *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.*

[11] *Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

Invitation for Bids (IFB)

(for national bidding, to be customized as appropriate)

Republic of Namibia

*[insert: **name of Project]***

*[insert: **IFB Title]***

*[insert: **IFB Number]***

1. Bids are invited through Open National Bidding (ONB) procedures for *[Insert brief description of goods]* and the invitation is open to all Namibian bidders.

2. Interested eligible bidders may obtain further information from *[insert name of entity; insert name and e-mail of officer in charge]* and inspect the Bidding Documents at the address given below *[state address at end of this IFB]* from *[insert office hours]*.

3. Qualification's requirements include: *[insert a list of technical, financial, legal and other requirements]*. A margin of preference for certain goods manufactured domestically *[insert "shall" or "shall not", as appropriate]* be applied. Additional details are provided in the Bidding Documents.

4. A complete set of Bidding Documents in *[insert name of language]* may be purchased by interested bidders on the submission of a written application to the address below *[state address at the end of this ITB]* and upon payment of a non-refundable fee *[insert amount in local currency]*. The method of payment will be *[insert method of payment]*. The Bidding Documents will be sent by *[insert delivery procedure]*.

5. Bids must be delivered to *[state address at the end of this ITB]* at or before *[insert time and date]*. Electronic bidding will *[will not]* be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person or on-line at *[state address at end of this ITB]* at *[insert time and date]*. All bids must be accompanied by a *[insert "Bid Security" or "Bid-Securing Declaration," as appropriate]* of *[insert amount in local currency or minimum percentage of bid price in case of a Bid Security]*.

6. The address(es) referred to above is(are): *[insert detailed address(es) including Name of the Implementing Agency, Office designation (room number), name of Officer, Street address, City, Country; insert electronic address if electronic bidding is permitted]*.