

TENDERER'S NAME:

CLOSING DATE: **FRIDAY, 6th SEPTEMBER 2024 by 14H30 (NAMIBIAN TIME)**

PLACE: THE MANAGER
MTC PROCUREMENT
CORNER OF MOSE TJITENDERO & HAMUTENYA WANEHEPO NDADI STREET,
OLYMPIA
MOBILE TELECOMMUNICATIONS LIMITED (MTC) HEAD QUARTERS
WINDHOEK



TENDER NO: MTC22-24-O

REQUEST FOR PROPOSAL FOR FIBER CIVIL WORKS FOR MOBILE TELECOMMUNICATIONS LIMITED (MTC)

MOBILE TELECOMMUNICATIONS LIMITED (MTC)
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A. CONDITIONS OF TENDER

INVITATION TO TENDER

A.1.1 MTC hereby invites offers:

CLIENT:	MOBILE TELECOMMUNICATIONS LIMITED (MTC)
TENDER DESCRIPTION:	REQUEST FOR PROPOSAL FOR THE FIBER CIVILS WORK FOR MOBILE TELECOMMUNICATIONS LIMITED (MTC)
TENDER NUMBER:	MTC22-24-O
CLOSING DATE	6 September 2024 @ 14:30 PM Namibian Time
BRIEFING MEETING	19 August 2024 @ 10:00 AM Namibian Time
BRIEFING MEETING LINK	Join the meeting now
ADDRESS TENDER TO:	MTC Procurement, Manager Procurement
	Cnr Mose Tjitendero & Hamutenya Wanehepo Ndadi Street
	Olympia
	Windhoek, Namibia
ALL INQUIRIES:	Yolandie van Wyk Senior Procurement Executive Tel: +264 61 280 2105 Fax: +264 61 280 2057 Email: tenders@mtc.com.na

TENDER FORMAT

A.1.2 Tender documents must be in a sealed package as follows:

A.1.2.1 One (1) hardcopy of **Complete offer** to be deposited in the tender box at MTC head Office in Olympia

A.1.2.2 One (1) scanned electronic format OF **COMPLETE OFFER** to be uploaded on the MTC website

A.1.3 All documents must clearly be marked:

TENDER NO MTC22-24-O

“REQUEST FOR PROPOSAL FOR THE FIBER CIVILS WORK FOR MOBILE TELECOMMUNICATIONS LIMITED (MTC)”

A.1.4 **ALL TENDER DOCUMENTS MUST BE DEPOSITED INSIDE THE MTC TENDER BOX AT THE RECEPTION OF MTC HEAD OFFICES IN OLYMPIA, MOSE TJITENDERO AND HAMUTENYA WANAHEPO NDADI STREETS.**

A.1.5 **ALL SOFT COPIES MUST BE UPLOADED ON THE MTC WEBSITE.**

DEFINITIONS

A.1.6 In this Tender, unless the context clearly indicates the contrary, the following interpretation will apply to the terms stated below:

A.1.6.1 "MTC" shall mean Mobile Telecommunications Limited

A.1.6.2 "RFP" shall mean Request for Proposal (Tender)

A.1.7 This Request for Proposal is not a contract and does not create an obligation on MTC's part to purchase products / services from any company submitting a proposal. MTC reserves the right to reject any or all proposals in its sole and absolute discretion.

TENDER INVITATION

A.1.8 MTC invites appropriately qualified companies to tender for the Fiber Civil works for MTC for a period of 2 years.

A.1.9 This tender document shall consist of the following Appendices:

A.1.9.1 Appendix A, BEE Scorecard: This scorecard is not to be filled out, but to show the various elements that the company should be accredited by the Namibia Preferential Procurement Council (NPPC). The Tenderer is required to approach the Namibia Preferential Procurement Council (NPPC), Telephone number 061 248 007, for accreditation and attach their accreditation certificate to the Tender response.

A.1.9.2 Appendix B, Non-Disclosure Agreement: This Non-Disclosure Agreement is to be completed by the Tenderer.

A.1.9.3 Appendix C – Questions template

A.1.9.4 Appendix D- Annexure 1 Price schedule sheet

GENERAL TENDER CONDITIONS

A.1.10 All Tender Documents must be submitted before or on the closing date and time as indicated on the cover page and be deposited in the tender box at the entrance of MTC Headquarters, Olympia.

A.1.11 No late tenders will be considered.

A.1.12 Every Tender Document page must be initialed.

A.1.13 MTC is neither bound to accept the lowest of any Tender nor to assign any reason for acceptance or rejection of such Tender.

- A.1.14 MTC reserves the right to change these dates and any other dates that may appear in this Tender. Such changes will be communicated as soon as they are made.
- A.1.15 Notifications to companies will be in writing to the designated liaison person nominated by the firm (refer to paragraph [A.1.36](#) below).
- A.1.16 From the submissions an evaluation will be performed highlighting a short list.
- A.1.17 If deemed necessary, negotiations may be entered into with the short listed candidates.
- A.1.18 Companies that wish to tender should examine this Tender carefully and review all instructions contained herein. Companies should follow the instructions so that MTC can easily evaluate and compare all proposals received.
- A.1.19 All prices must be in NAD and exclusive of all taxes.
- A.1.20 MTC in its sole and absolute discretion reserves the right to:
- A.1.20.1 Reject any or all proposals, whether or not these instructions are followed.
 - A.1.20.2 Reject any submissions not complying with the specified format.
 - A.1.20.3 Award the contract based solely on a proposal received without entering into any further discussions.
 - A.1.20.4 Short list candidates.
 - A.1.20.5 Not base the final decision solely on price.
- A.1.21 No correspondence will be entered into should MTC decide to reject any proposals or to withdraw the Tender.
- A.1.22 Each response must include a detailed discussion of each of the items below. Should responses not use the same heading and follow the same numbering as the Tender, MTC may automatically disqualify the company from the tender process.
- A.1.23 MTC will make its decision based on the quality of the information contained in the offers received and no opportunity will exist for any company to enhance such information after closing date and time of the Tender.
- A.1.24 It is important to clearly note down any assumptions made in the submitted offer so that each submitted offer may be evaluated fairly against all other offers received.
- A.1.25 This Tender outlines the requirements of MTC and the process to be followed by the prospective Tenderers in submitting an offer.
- A.1.26 Companies should provide a list of previous or current clients they served with similar projects. MTC reserves the right to contact any clients referenced.
- A.1.27 MTC reserves the right to exclude certain persons and legal entities in the event of poor performance; the Tender offering or attempting to offer any bribe, promised a bribe, or any other consideration to any MTC employee involved with this Tender or the tenderer has acted fraudulently and or in bad faith.
- A.1.28 Any restriction imposed upon any such Tenderer shall also apply to any other enterprise under the same or different name with which the person, firm or company is actively associated.
- A.1.29 MTC may accept any Tender in part or wholly with no obligation to explanation whatsoever.

- A.1.30 Tenderer shall be a Juristic Entity with valid Company Registration documents, in terms of the laws of the Republic of Namibia or country of origin. Tenderers who fail to prove that they are a juristic entity shall be disqualified.

GENERAL EVALUATION CRITERIA

- A.1.31 Proposals will be evaluated by MTC using criteria in the Tender and as per the relevant questions asked. These categories are not necessarily listed in order of importance:
- A.1.31.1 Price competitiveness, including any price discount provided in the proposal.
 - A.1.31.2 Project completion schedules and lead times proposed.
 - A.1.31.3 Warrantee conditions and handling of claims.
 - A.1.31.4 Availability of references from other customers and reputation of tenderer.
 - A.1.31.5 Availability of infrastructure for after sales support, both local and international.
 - A.1.31.6 Compliance with local and international standards.
 - A.1.31.7 Certification and accreditations.
 - A.1.31.8 Value added to MTC.
 - A.1.31.9 The financial condition and trading record of the tenderer (Company profile, bank rating of tenderer etc.)
 - A.1.31.10 Tenderer degree of conformance to the Black Economic Empowerment Policy (A certificate from NPPC or any other recognised BEE accreditation agency should be submitted to prove the BEE credential):
 - Alternatively, shareholder names and certificates must be attached.
 - Small and medium enterprises (SME's) must submit their SME certificates issued by the Ministry of Trade and Industry.
- A.1.32 The Tenderer shall ensure that sufficient supporting documentation and information is supplied in his proposal to enable MTC to evaluate the proposal in respect of each of the abovementioned criteria.
- A.1.33 As per the Communications Regulatory Authority of Namibia: Regulations in respect of Type approval and Technical Standards for Telecommunications Equipment, gazetted in the Government Gazette # 5659, General Notice # 22, the tenderer supplying equipment subjected to this regulation must ensure that all documentations required are obtained from the Regulator before importation. Failure to do so may lead to equipment being confiscated by Customs at the supplier's risk, and MTC hereby distances itself from any confiscated equipment.

SUMMARY OF DEADLINES

ACTION	DUE DATE
TENDER DOCUMENTS AVAILABILITY:	9 August 2024 @ 08h00 AM (Namibia time)
SUBMISSION OF QUESTIONS:	Thursday 22, August 2024
MTC RESPONSE TO QUESTIONS:	Tuesday, 27 August 2024
TENDER CLOSING DATE:	6 September 2024 @14h00 PM (Namibian time)

QUESTIONS & ANSWERS

- A.1.34 If required, companies may submit questions via email to the following e-mail address: **tenders@mtc.com.na** on or before **Friday 23 August 2024**. Only questions submitted in the questions template as per Appendix C will be responded to.
- A.1.35 All questions and answers thereto will be uploaded on the website by the **27 August 2024**.
- A.1.36 Communication between MTC and prospective companies, for the duration of this Tender, must only be through Mrs. Yolandie Van Wyk @ 061 280 2105 or yvanwyk@mtc.com.na. No direct communication or contact with any other party at MTC is permissible. Any such breach may disqualify the company.

TENDERER'S DESIGNATED LIASON

- A.1.37 Companies must select a single designated contact person, through whom all communications between MTC and the company will take place:

CONTACT NAME:	
DESIGNATION:	
TELEPHONE:	
FAX:	
EMAIL:	
SIGNATURE:	

REFERENCE LIST (PREVIOUS COMPLETE PROJECTS)

ITEM	COMPANY NAME	CONTACT PERSON	CONTACT DETAILS	YEAR OF SERVICE
1				
2				
3				
4				
5				

SUCCESSFUL TENDERER’S PERFORMANCE MANAGEMENT

- A.1.38 The successful Tenderer/s are subjected to annual performance reviews to be completed by the respective MTC representative or Procurement Officer responsible for the purchase. The review will be done at intervals to be decided upon by the Procurement department.
- A.1.39 The performance reviews will amongst others cover the following issues:
- A.1.39.1 **Reliability:** How reliably do you follow through on your commitments to MTC?
 - A.1.39.2 **Cost:** How closely did your final total costs correspond to your expectations at the beginning of the transaction?
 - A.1.39.3 **Order Accuracy:** How well did the product/service delivered matched your order specifications and quantity?
 - A.1.39.4 **Delivery / Timeliness:** How satisfied is the appraiser about the timeliness of the product/service delivery?
 - A.1.39.5 **Quality:** How satisfied is the appraiser about the quality of the product/service provided by your company?
 - A.1.39.6 **Documentation Accuracy:** Does your company present its all and correct documents with its deliveries?
 - A.1.39.7 **Personnel:** How satisfied is the appraiser about the attitude, courtesy, and professionalism of your company's staff?
 - A.1.39.8 **Customer Support:** How satisfied is the appraiser about the customer support she/he received from your company?
 - A.1.39.9 **Responsiveness:** How responsive is your company to information requests, issues, or problems that arose in the course of the transaction?

DECLARATION OF INTEREST FORM

Any deliberate omission in this declaration or the supplying of false information will be regarded in a serious light and may lead to an investigation and disqualification of the tender process.

Tenderer Name:		Tender #:	
Description of Tender:			

RELATION TO MTC EMPLOYEES/ MANAGEMENT/ DIRECTORS

I herewith declare that I have/am related – i.e. spouse (also fiancé or boyfriend/ girlfriend), parent, child, any other relation with the following MTC Employee(s)/ Member(s) of Management/ Board of Directors: *

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

CONFIRMATION OF FACTUAL INFORMATION

I confirm by signing this declaration that, to the best of my knowledge, the statements made above are factual and accurate and that I have taken note of all the sections. *

Full Name:	Signature:	Date:
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* Please initial in each box where applicable.

TENDER PRICES

- A.1.40 Tender prices shall be quoted in Namibian Dollar, the legal currency in use in the Republic of Namibia.
- A.1.41 No change in the submitted tender price shall be countenanced after receipt and before award of Tender.

VALIDITY OF TENDER AND ACCEPTANCE

- A.1.42 The MTC is not bound to accept the lowest or any Tender nor to give any reason for the rejection of a Tender, nor shall they be responsible for or pay any expenses or losses which may be incurred by the Tenderer in the preparation and delivery of his Tender.
- A.1.43 Tenders remain open for acceptance for a period of ninety (90) days as from the closing date of the Tender.
- A.1.44 MTC reserves the right to ask for extension of the validity without any change in the prices.
- A.1.45 MTC shall not entertain price variations due to any currency fluctuations for the submitted offer during its validity period.
- A.1.46 After submission and before decision, no interviews dealing with the subject shall be answered by MTC. Tenderers may, however, be called upon to clarify aspects of their Tender at the discretion MTC, and supply further information requested and necessary to assess the Tenders.
- A.1.47 The successful Tenderer will be advised by the MTC to this effect by letter through the mail or by telegram or by fax and in such case the Post Office shall be regarded as the agent of the Tenderer and delivery of such acceptance to the Post Office shall be treated as delivery to the Tenderer.
- A.1.48 In the event that the Tenderer submits his proposal together with a technical partner whether local or foreign, MTC reserves the right to require that both the Tenderer and the Technical Partner conclude the Contract.
- A.1.49 The successful Tenderer shall provide at his own expense all the necessary revenue stamps for the Contract as required by Law in Namibia.
- A.1.50 After the signing of the Contract Documents by MTC and the successful Tenderer a duplicate copy shall be handed over to the latter.
- A.1.51 The MTC reserves the right to adjust arithmetical or other errors in the Tender. Any adjustments made to a Tender will be stated to the Tenderer prior to the acceptance of the Tender.

AMENDMENT OF TENDER DOCUMENTS

- A.1.52 At any time prior to the last date of submission for offers, MTC may, for any reason, whether at its own initiative or in response to a clarification requested by a Tenderer, modify the documents by amendment.
- A.1.53 The amendment shall be notified to all the prospective Tenderers in writing, and these shall be binding on them.
- A.1.54 MTC may extend the last date of submission required as a result of such amendment.

DETAILS CONFIDENTIAL

- A.1.55 Tenderers shall treat all aspects pertaining to this tender as confidential and shall not disclose details to third parties except for bona fide tendering purposes.

LEGAL ASPECTS

- A.1.56 Unless in special cases the MTC agrees to the contrary, the laws of the Republic of Namibia shall be applicable to each contract created by the acceptance of a tender and each Tenderer shall indicate a place in Namibia and specify it in his tender as his domicilium citandi et-executandi where any legal process may be served on him.
- A.1.57 Each Tenderer shall bind himself to accept the jurisdiction of the Courts of Law of the Republic of Namibia.
- A.1.58 Each foreign Tenderer shall state in his tender the name of his accredited agent in the Republic of Namibia in whom the necessary legal competence is vested and who has been duly appointed to sign any contract.
- A.1.59 A foreign company may tender on condition that, should it be informed by the MTC that its tender has been successful, it registers as a company and taxpaying entity in the Republic of Namibia prior to the signing of the Form of Agreement or within such extended time as may be allowed by the MTC.
- A.1.60 The Bidder should be an original equipment manufacturer (OEM) or authorized partner of OEM for supply of the equipment, licenses, solution implementation and maintenance support. Letter of confirmation from OEM must be submitted.
- A.1.61 The bidder is only allowed to submit one offer, either individually or in a partnership. Bidders submitting more than one offers will automatically be disqualified.
- A.1.62 One Bidder can bid only with one OEM and similarly one OEM can bid with only one Bidder. Letter of confirmation from the Bidder and OEM is required. Bidders with letters from the same OEM will automatically be disqualified.

BUSINESS CONTINUITY, HEALTH, SAFETY AND ENVIRONMENT PROVISIONS

- A.1.63 Suppliers that are identified in Business Impact Analyses as being key dependencies in MTCs ongoing operations or responses to disruptive incidents, should contractually agree to provide critical services and products within lead times required by MTC to meet the recovery time objectives established.
- A.1.64 To facilitate the continuation of services to MTC's interested parties, MTC may request its suppliers to:
- A.1.65 provide assurance in the proposal or tender of its ability to continue to provide the required service or products, despite disruption to its own business operations.
- A.1.66 include, in the service level agreement (SLA), the supplier's undertaking to provide annual reassurance of its ability to continue to provide the required service or products despite disruption to its business operation.

- A.1.67 assurance shall be verifiable by means of an audit report extract, BCM exercise/ test reports and/or current ISO22301 certification, indicating the supplier's verified continuity capability.
- A.1.68 MTC may further request that:
- A.1.68.1 the supplier undertakes to form part of the MTC's BCM testing programme from time to time - scenario dependent and by mutual agreement.
 - A.1.68.2 failure to adhere to a consistent and verifiable BCM programme may be construed, by MTC, as a breach in service level with the penalties and conditions that apply to such agreement.
- A.1.69 MTC maintains to the prescribed guidelines pertaining to the safety, health, environment of all its workers, contractors, suppliers, clients, and all other relevant stakeholders. MTC thus expects and requires contractors to maintain the same high standard. It is mandatory that there be compliance to all prescribed local legislations Pertaining to Health and Safety of Employees, MTC's Health, Safety Policies, all environmental protection laws and all other applicable statutes.
- A.1.70 The contractor warrants that all his sub-contractors' employees are covered in terms of the provisions of the Employees compensation ACT, (ACT No 30, of 1941), which cover shall remain in force whilst any such employee are on MTC's work premises. Prior written consent must be sought from MTC before allowing subcontractors on a work site.
- A.1.71 The Contractor undertakes to ensure that he and his sub-contractors along with his their respective employees will at all times comply with all the requirements of the Labour ACT specifically referring to the Health and Safety section), Environmental Protection ACT, Waste Disposal ACT and all other related Government notices.
- A.1.72 The Contractor and all his sub-contractors undertake that he is duly certified/qualified and has the capability to carry out work as prescribed in any Statute and Purchase Order, such as but not limited to Medical surveillance, for when conducting dangerous work, working at height competencies/certifications, fall rescue, first aid, fire prevention, baseline risk assessment, emergency response as awarded during the validity of this contract.
- A.1.73 Each contractor is responsible for the safety of their own employees, the conduct of sub-contractors, the protection of MTC work sites, adequate hazard warning signs, provision, and training thereof of adequate PPE as identified by a thorough risk assessment and conducting of all risk assessments associated with the work performed by the contractor.
- A.1.74 Each contractor must designate an individual to communicate with the plant on issues relating to Safety, access controls, sanitation, and the environment. This person will contact the Project Manager, HSE Practitioner, or authorized representative and keep these persons informed of these issues at all times.
- A.1.75 The contractor shall report all work-related injuries as prescribed by law to the Project Manager and HSE Practitioner and where necessary shall facilitate an HSE investigations into establishing root causes and possible work process related risks for corrective action.
- A.1.76 Failure to comply with applicable rules may result in with holding of payment until compliance is achieved. Concurrently, Management reserves the right to stop any job order or remove any contractor or their sub-contractor and their employees from any work site or property for violations of any safety or Environmental laws, regulations and guidelines
- A.1.77 Prior to commencing of work on a project at MTC, the contractor will submit to the Auxiliary Manager/Coordinator and HSE Coordinator a list of Contractor Personnel who will work on the

project site. An updated list will be provided every time new personnel is added onto the work project.

- A.1.78 All contractor personnel should undergo a full site and/or work induction and sign off such induction documentation.
- A.1.79 All contractor personnel will park their vehicles in the designated parking area. The contractor will make provisions with the Auxiliary Department in advance for offloading of equipment and materials inside the facilities property. No vehicles shall remain on the premises except for offloading materials. All vehicles will be subject to inspection upon exit.
- A.1.80 All contractor Personnel may be issued with an access card to be able to access the premises, contractors are encouraged to stay within their designated work sites and not visit other areas.
- A.1.81 Any work to be performed outside business hours must be done so with Prior authorization from the Auxiliary Manager and his representative.
- A.1.82 All contractor personnel will undergo Safety Training and must comply to emergency alarms as well as follow any safety instructions given by an HSEC member during a drill.
- A.1.83 Contractors are responsible for ensuring that all PPE, tools, supplies and equipment used during their contractual period at MTC is suitable for use for their intended purpose as prescribe by a manufacturers specifications sheet and are inspected and maintained according to such specifications.
- A.1.84 Soliciting, selling of any merchandise, gambling, horseplay, throwing any object and scuffling are forbidden on MTC property.
- A.1.85 Guns and knives or any other lethal weapons are not allowed on any MTC Property.
- A.1.86 MTC expects all contractors to always maintain a drug free and alcohol-free work site. It remains the responsibility of contractor to inform and enforce upon his employees and any sub-contractor that the use of, or evidence of use of, intoxicating liquor or illegal drugs is prohibited. Management reserve the right to remove a contractor from a work site who is believed to be under the influence of drugs or alcohol.
- A.1.87 MTC base stations are often remote areas of work and therefore no contractor who is under the influence of alcohol or illegal or prescribed drugs is allowed on a base station site.
- A.1.88 All contractors who render construction related services are always wear overalls, proper shoes, construction helmets and any other prescribed personal protective clothing. Working at a construction site with tank tops, flip flops etc is an unsafe work practice and therefore prohibited on all MTC sites.
- A.1.89 All contractors who handle, provide food and catering services and other perishables with suspected communicable diseases, respiratory infections, infected open cuts, sores or skin abrasions will not be permitted to work or deliver such services where contamination is possible.
- A.1.90 Contractors shall supply to their personnel and to MTC's Auxiliary Manager and HSE Practitioner emergency contact names and numbers as well as emergency procedures appropriate to their work site.
- A.1.91 Contractors must provide MTC HSE with a full copy of their HSE Program Including Safe work practices, lock out, tag out, hazard communication procedures and associated training certificates.

- A.1.92 The contractor shall supply all required first aid supplies and safety equipment to support his/her personnel.
- A.1.93 Materials will be stored away neatly and responsibly so as to not obstruct roadways, walkways, stairways, emergency doors, fire escapes, emergency equipment and ablution facilities etc.
- A.1.94 It is strictly prohibited to throw material or tools from a scaffold or other overhead areas.
- A.1.95 Contractors must provide fire extinguishers for each welding and burning operation.
- A.1.96 Overhead areas of work or excavation sites or sites where there are other unsafe conditions must be properly blocked off with appropriate warning signs. In case of excavation barricades must be provided.
- A.1.97 All electrical equipment must be properly grounded and must be PCB free
- A.1.98 All contractors who conduct work at height e.g all work occurring at elevation above 2M without standard railing must adhere to MTC's working at height Procedure.
- A.1.99 All height work requires the use of a safety harness. All working at height equipment must comply with applicable local requirements and be used in line with manufacturers specification guidelines.
- A.1.100 All contractors working in a forklift basket, scissors or man-made lifts are required to wear the appropriate harness.
- A.1.101 All work at height equipment must be inspected before use and if defects and malfunctions are found, rectifications are to be made before work use is attempted. Copies of inspection records can be requested by HSE at any time and must be provide on request.
- A.1.102 Contractors and contractor employees or sub-contractors who bring hazardous chemicals or perform dangerous work must prior to such activities:
 - A.1.102.1 Provide MTC with a SDS (safety data sheet) or manufacturer specifications of all lists of hazardous chemicals.
 - A.1.102.2 Properly label all contents adhering to MTC's labelling requirements
- A.1.103 In the event of a fire, medical or other emergency, contractors are required to notify MTC's auxiliary Manager/Coordinator, Technical Manager, HSEC committee member, HSE Practitioner or relevant Project manager immediately. Some of the informing shared should include the location of the fire, medical emergency, and other pertinent information. Auxiliary can be contacted at the following numbers.
- A.1.104 All contractors and sub-contractors are expected to follow pre-determined exit routes and emergency evacuation procedures as stipulated on the site or instructed through induction.
- A.1.105 In the event of a fire alarm, all contractors and their sub-contractors are expected to evacuate the building as per instruction from an HSEC committee member who at this stage will identified with a reflector vests, the names and role. Contractors are expected to report to the nearest assembly point for proper roll call and briefing. Contractors may not leave the assembly point or re-enter a building until instructed to do so by the HSEC committee member.
- A.1.106 All contractors and their employees must adhere to MTC's hot work procedure.

- A.1.107 All ladders belonging to the contractor must be labelled adequately with their name and possess safety feet
- A.1.108 All Ladders must be properly secured
- A.1.109 All scaffolding used on a plant must be equipped to with railings and toes boards
- A.1.110 All scaffolds and ladders must be adequately maintained, and all records kept at hand for verification and inspection at all times
- A.1.111 Construction refuse and debris may not accumulate on a work site and must be removed at the contractor's own expense unless otherwise agreed contractually.
- A.1.112 Contractors will take full ownership and ensure environmentally responsible waste disposal practices for all waste and debris generated from materials they brought onto the site or from demolition activities.
- A.1.113 No reference to MTC shall be made in any documentation or otherwise when disposing of such waste or debris.
- A.1.114 Construction and/or work sites may be inspected periodically by the HSE Practitioner at any given time to n ensure compliance with HSE obligations under this contract.
- A.1.115 It is illegal to dispose of any liquid including water, onto the ground /outside drain for any reason. All water provided it was not contaminated shall be disposed in the appropriate drain
- A.1.116 Each contractor must have written a spill response plan and procedure in place to adequately manage spills and releases which may occur during work use, transport and delivery of hazardous material. A copy of such procedure must be submitted to MTC's HSE department.
- A.1.117 Each contractor must be equipped with the appropriate spill response equipment. the contractors and his employees/ subcontractors must be trained on how to manage a spillage or react to environmental emergency.
- A.1.118 Contractor is fully response for the clean operations required that are a direct result of their activities. Such clean up may include removal or rehabilitative remedies to soil, water, flora and fauna etc.
- A.1.119 In the event of a spill that occurred on MTC premises, and the contractor does not respond adequately to such spill to the satisfaction of of MTC, MTC shall have the right to take any reasonably necessary measures to respond and remedy such spill at the cost of the contractor.
- A.1.120 Spills and hazardous releases shall be reported immediately by the contractor to the HSE practitioner or MTC project manager.
- A.1.121 Contractors commit to abide by MTC's radiation Policies and procedure.

INFORMATION SECURITY PROVISIONS

- A.1.122 The contractor / supplier shall ensure that all information systems, networks, and software used in connection with the procurement process and the delivery of goods or services are secured against unauthorized access, use, disclosure, modification, or destruction.
- A.1.123 The contractor / supplier shall implement and maintain reasonable and appropriate administrative, technical, and physical safeguards to protect against anticipated threats or hazards to the security, confidentiality, integrity, and availability of information.

- A.1.124 The contractor / supplier shall comply with all applicable laws, regulations, and industry standards related to information security.
- A.1.125 The contractor / supplier shall conduct regular risk assessments to identify potential threats to the security of the information and shall implement appropriate controls to mitigate those risks.
- A.1.126 The contractor / supplier shall maintain an incident response plan that outlines the steps to be taken in the event of a security breach or incident and shall regularly review and update the plan as necessary.
- A.1.127 The contractor / supplier shall provide security awareness training to all personnel involved in the procurement process and the delivery of goods or services and shall ensure that they are aware of their information security responsibilities and obligations.
- A.1.128 The contractor / supplier shall maintain appropriate records and documentation of its information security practices and compliance and shall provide such records and documentation to the purchaser upon request.
- A.1.129 The contractor / supplier shall ensure that all subcontractors or third-party service providers involved in the procurement process and the delivery of goods or services comply with the same information security requirements as the contractor / supplier.
- A.1.130 The contractor / supplier shall be liable for any breach of this information security clause and shall indemnify and hold harmless the purchaser from any and all damages, losses, costs, and expenses arising out of or related to such breach.

DISQUALIFICATION OF TENDERERS

- A.1.131 The offer of any Tenderer, which does not conform to the Conditions of this Tender and the instruction reflected in the Tender, may be disqualified at the discretion of the MTC.

NOTICE (S) TO TENDERS

- A.1.132 Additional information and amendments to the tender documents will be conveyed to the Tenderers by the MTC or his agents, prior to the closing date of the tender, by means of Notices to Tenderers. Receipt thereof shall be acknowledged immediately to the sender by email and shall also be submitted together with the Tender Document with tender closure.

LANGUAGE

- A.1.133 All offers shall be submitted in the English language.

ADDITIONAL CONDITIONS OF TENDER

A.1.134 **Good Standing in terms of the Social Security Commission Act**

Tenderers shall provide Original certificates of good standing in terms of the Social Security Commission Act.

A.1.135 **Good standing with Inland Revenue Office**

Tenderers shall attach a valid Original Tax Good Standing Certificate.

A.1.136 **Company Registration Certificate**

Tenderers shall attach a valid copy of his/her Company Registration Certificate or proof of Defensive Name issued in terms of Section 7 of the Companies Act of 1973 (Act 61 of 1973) OR a Close Corporation Certificate issued in terms of Act 26 of 1988.

A.1.137 **Letter of Intent**

Letter of Intent to be provided by financial institution with the Tender to confirm that a Performance Guarantee will be issued after award of the Tender.

A.1.138 **Shareholding**

Tenderers shall attach shareholders certificates clearly indicating the shareholding structure of the company tendering

TERMS OF REFERENCE

1. BACKGROUND

MTC is a public company registered in terms of the Companies Act of Namibia, No. 28 of 2004, as amended (Companies Act of Namibia) and MTC's Initial Public Offering closed on 1 November 2021 and listed on the Namibian Stock Exchange on 19 November 2021. The shareholding of MTC is now 39.9 % retail and institutional investors and 59.1 % by the Namibia Post and Telecom Holdings Limited (NPTH), a government entity.

The Mobile Telecommunication Company (hereafter referred to as "MTC") is a Namibian mobile communications operator founded in 1995. MTC's principal nature of business is to invest in and operate communications infrastructure in Namibia with intentions to offer complete solutions to its customer base. To date, MTC is the largest communications provider in Namibia with over two million active subscribers and a total of 807 active sites country wide.

MTC is committed to achieving 100% coverage of the Namibian population and improving the lives of customers through innovative digital solutions that will enable us to be the best digital provider that meets customer expectations. MTC commitments are being fulfilled through its innovative digital solutions, the 081Every1 project, which is expanding MTC's services to Namibians in remote rural areas, and its continued efforts to ensure their infrastructure supports the needs of customers. MTC is a preferred employer and the most recognized communications brand in Namibia – nine out of 10 customers would recommend MTC to others.

1.1. Vision Statement

To drive an inclusive Namibian digital economy.

1.2. Mission Statement

To create sustainable value for all our stakeholders through innovative digital solutions and a high-performance culture.

1.3. What we value

- Integrity (trust, transparency)
- Customer centricity
- Stakeholder inclusivity
- Innovation

2. OPERATIONAL PHILOSOPHY

MTC recognizes commitment to our common vision, to growth and profitability and to enjoying the work we do. We achieve this through continuous change and development in a dynamic industry. We grasp opportunities to develop MTC in a structured manner. We are committed to a culture of mutual respect, honesty, fairness, integrity, transparency, accountability, and trust, and dare each other to perform in an excellent manner. We reward people according to the value they bring to MTC. We serve our customers to the best of our ability and strive to improve this service wherever possible.

3. SCOPE OF WORK

Mobile Telecommunications Company (MTC) is inviting reputable, qualified and experienced companies to submit proposals that responds to MTC's requirements for the development of its Fiber Optic Cable Network infrastructure, which comprises of overhead and underground sections. Successful companies will be required to:

- Construct (inclusive of all civil works; fiber optic cable splicing & testing; preparation of all documentation and as-built drawings) the fiber optic cable network (overhead and underground).
- Perform regular, scheduled maintenance activities.
- Support MTC with the restoration of the network during breakdowns, or failures on the network.
- Perform fiber network installations for MTC customers. It is therefore imperative, for an entity to be successful, to have the appropriate Human Resources, the correct Tools & Equipment and financial capacity.

To enable MTC to perform a fair and complete evaluation of your proposal, please ensure that you provide a **complete response** to the below requirements, of which failure to comply with will lead to immediate disqualification of your proposal.

1. Company Official Address

- a. Location/Address of official office. Owned / Rented. Please provide proof of ownership, or rental agreement.
- b. Warehousing Capacity & Security
 - i. Where capacity for warehousing is available, provide details about the warehouse (size / open / under roof / etc.)
 - ii. Security / Manned / Monitoring

2. Financial Capacity

- a. Capacity to order and pay for materials (Wooden Poles and Hardware) for overhead fiber construction, for not less than NAD2,000,000 without advance payment from client.

3. Experience: Details of Fiber Optic Cable Network Projects Completed (provide details for each project)

- a. Client
- b. Brief Description of the Project
- c. Date
- d. Value
- e. Name / Surname / Contact Details of responsible person from client's side for reference

4. Proposal of UNIT Rate

- a. List of TOR Activities with UNIT Rate

5. Human Resources

- a. Fiber Technicians
 - i. Certified ID Copy
 - ii. Certified Copy of Driver's License
 - iii. Certified Copy of Highest School Qualification
 - iv. Certified Copy of Fiber Optic Cable Splicing / Testing Certificate
 - v. Brief Employment History and Experience
- b. Civil Works Technicians / Supervisors
 - i. Certified ID
 - ii. Certified Copy of Driver's License
 - iii. Certified Copy of Highest School Qualification
 - iv. Brief Employment History and Experience

6. Programs used for As-Built Drawings

- a. CAD / GIS Programs
- b. Details of the operator/technician

7. Tools, Equipment & Vehicles

- a. Vehicles (Trucks / Pick-Ups / TLB's / Etc.)
 - i. Certified Copy of Vehicle Registration Certificate
 - ii. Proof of Ownership
 - iii. Location where listed equipment can be viewed
- b. List of Equipment (Compressors / Jack-hammers / etc.)
 - i. List of owned equipment
 - ii. Clear pictures of each piece of equipment
 - iii. Service Record of each equipment
 - iv. Location where listed equipment can be viewed
- c. List of Specialized Tools
 - i. Fiber Splicing Machine
 - 1. Make
 - 2. Serial Number
 - 3. Service and Calibration History Records

- ii. Power Meter
 - 1. Make
 - 2. Serial Number
 - 3. Service and Calibration History Records
- iii. OTDR
 - 1. Make
 - 2. Serial Number
 - 3. Service and Calibration History Records
- iv. Fiber Optic Cable Blowing Machine
 - 1. Make
 - 2. Serial Number
 - 3. Service and Calibration History Records