

**TENDERER'S NAME:** .....

**CLOSING DATE:** **FRIDAY, 21<sup>st</sup> JUNE 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: MTC25-24-O**

**REQUEST FOR COURIER SERVICES TO VARIOUS LOCAL DESTINATIONS FOR MTC**

MOBILE TELECOMMUNICATIONS LIMITED (MTC)  
EFFAISHE NGHIIDIPAA  
MANAGER PROCUREMENT  
WINDHOEK  
CNR MOSE TJITENDERO & HAMUTENYA WANEHEPO NDADI STREET  
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FAX : + 264-61- 280 2057  
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## A. CONDITIONS OF TENDER

### INVITATION TO TENDER

A.1.1 MTC hereby invites offers:

<b>CLIENT:</b>	MOBILE TELECOMMUNICATIONS LIMITED (MTC)
<b>TENDER DESCRIPTION:</b>	REQUEST FOR PROPOSAL FOR COURIER SERVICES TO VARIOUS LOCAL DESTINATIONS FOR MTC
<b>TENDER NUMBER:</b>	MTC25-24-O
<b>CLOSING DATE</b>	FRIDAY, 21 <sup>st</sup> JUNE 2024 by 14H30 (NAMIBIAN TIME)
<b>BRIEFING MEETING</b>	THURSDAY, 13 <sup>th</sup> JUNE 2024 @11AM (NAMIBIAN TIME)
<b>BRIEFING MEETING LINK</b>	<a href="#">Join the meeting now</a>
<b>ADDRESS TENDER TO:</b>	MTC Procurement, Manager Procurement
	Cnr Mose Tjitendero & Hamutenya Wanehepo Ndadi Street
	Olympia
	Windhoek, Namibia
<b>ALL INQUIRIES:</b>	Yolandie van Wyk Senior Procurement Executive Tel: +264 61 280 2105 Fax: +264 61 280 2057 Email: <a href="mailto:tenders@mtc.com.na">tenders@mtc.com.na</a>

### 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) electronic format OF **COMPLETE OFFER** to be uploaded on the MTC website via the link provided.

A.1.3 All documents must clearly be marked:

**TENDER NO MTC25-24-O**

**“REQUEST FOR PROPOSAL FOR COURIER SERVICES TO VARIOUS LOCAL DESTINATIONS FOR 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.**

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## 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 courier services to various local destinations for Mobile Telecommunications Limited.
- 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

## 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 outline 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 Capital Expenditures (CAPEX), Operating Expenses (OPEX) and 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):
  - A.1.31.11 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:	07 <sup>th</sup> June 2024
SUBMISSION OF QUESTIONS:	13 <sup>th</sup> June 2024
MTC RESPONSE TO QUESTIONS:	17 <sup>th</sup> June 2024
TENDER CLOSING DATE:	Friday, 21 <sup>st</sup> June 2024

## 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 **THURSDAY, 13<sup>th</sup> JUNE 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 **MONDAY, 17<sup>th</sup> JUNE 2024.**
- A.1.36 Communication between MTC and prospective companies, for the duration of this Tender, must only be through Ms. E. Nghiidipaa @ 061 280 2019 or tenders@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:

<b>CONTACT NAME:</b>	
<b>DESIGNATION:</b>	
<b>TELEPHONE:</b>	
<b>EMAIL:</b>	
<b>SIGNATURE:</b>	

### 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:

\* Please initial in each box where applicable.

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## **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.

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## 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 withholding 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.

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- 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
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- 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.
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- 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.
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## 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.



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## 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.

## SCOPE OF WORK

This service covers pickups and courier services on behalf of MTC as and when required. The successful courier company would provide a door to door pick up and courier services, to all Namibian towns and townships.

## TECHNICAL SPECIFICATIONS

The technical proposal must at least highlight the following aspects:

- Overnight courier services to and from Windhoek to and from various destinations in Namibia via road.
- Same day freight delivery to and from MTC warehouse (Windhoek, Prosperita) to various destinations in Windhoek
- Pick-up delivery turnaround time of urgent documents.
- Delivery time of important documentation to MTC e.g. POD's and invoices.
- POD's available within 24 hours after delivery.**
- No billing if POD is not available.**
- The tenderer's key account manager for MTC
- Handling procedure for highly sensitive and valuable items like MTC's recharge vouchers, starter packs, radio equipment etc., within Namibia
- Handling procedures for MTC customer complaints and claims
- Parcels tracking and tracing system.
- Availability of trucks for transport of large equipment to requested destinations within one hour after request. Urgent request (within of request one hour) of pickup.
- Advise delivery procedure / off load of heavy equipment at depo's.
- POD must be loaded same time when invoices are loaded on the system for MTC.**
- Credit notes should be issued within 24 hours in case if there is wrong billing.**
- Waybills should be available at all times to enable creditors to verify the invoices against the waybills.**
- Ability to automatically create waybills at all divisions – web based.**
- Ability to auto save functionality when creating waybills, including addresses.**
- Individual MTC flexibility of the system to add and create new addresses.**
- The system should be capable of automatic saving previous used addresses created by MTC.**
- Able to edit addresses in case of change this include all field in the address.**
- Portable automated scanner at pick-up point and delivery that automatically update the track and trace system.**

## 1 PRICING AND DOCUMENTATION

- Where possible, the pricing should be quoted per kilogram or volumetric kilogram.
- Clear pricing structure for MTC for different weights to different destinations

## 2 CONTRACTOR'S LIABILITY AND INSURANCE

The Contractor shall be responsible for any loss of or damage to MTC's property for such time as the said MTC's properties is under their care and control. The Contractor shall also be responsible for damage to or loss of other property and for any death or bodily injury which may arise as a result of or in the cause of carrying out of the Services. The Tenderer shall provide the minimum insurance cover per parcel.

## 3 SUB-CONTRACTORS

- In the event of the Tenderer proposing to employ the services of one or more Sub-contractors, the names(s) and address(es) of such Sub-Contractors and the extent to which the Tender will be sub-contracted, must be clearly indicated.
- It must be understood that in the event of being awarded a Contract, the Tenderer shall be fully responsible for the actions and work performance of his Sub-contractor(s).

## 4 CAPACITY

The Tenderer should indicate its capacity to handle a tender of this magnitude by clearly indicating the number and type of vehicles owned.

## 5 STORAGE AND SECURITY

The Tenderer should indicate how they ensure proper storage and maximum security for parcels in transit.

## 6 PICK-UP SCHEDULE (WINDHOEK)

The Pick-up schedule is as follows: the pick-up times may change as per business needs.

Pickup address	Pickup Frequency	Pickup Time	Notes
MTC Warehouse, Prosperita, and RCC (Southern Industrial)	Daily – with 2 dedicated drivers	12H00 and 15H00	Pickups done at 12H00 must be delivered the same day
Repair Centre, Prosperita	Daily	16H00	
MTC Headquarters Reception, Olympia	Daily	14H00	
Sales and Commercial, Daniel Munamawa Street, CBD	Daily	10H00 and 16H00	
Sales, Daniel Munamawa Street, CBD	Monthly	28 <sup>th</sup> date of each month	Pickup must be done on the next working day, should the 28 <sup>th</sup> of the month be a non-working day
Key accounts and Corporate Accounts	Daily	8h00 and 12h00	Special agreement to deliver to client and return POD's
Emergency pickups	Ad hoc		The pickup address provided by the requester

Commercial Department, Head Office, Olympia	Monthly	To be advised on ad hoc basis	Cell chat booklets
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## 7 PRICE SCHEDULE

Note that when quoting, all couriers from below destinations are destined to Windhoek. (E.g. Mobilehome Oranjemund to Windhoek)

Item	Destinations	Per Kg	Rate	Vat	Total
	<b>Windhoek:</b>				
1	Mobilehome Daniel Munamawa				
2	Mobilehome Hosea Kutako				
3	Mobilehome Hosea Kutako Kiosk				
4	HTTP NUST				
5	Mobilehome Katutura				
6	Mobilehome Klein Windhoek				
7	Mobilehome Maerua Mall				
8	Mobilehome Olympia				
9	Mobilehome Grove Mall				
10	Mobilehome Wernhill				
	<b>Various Towns:</b>				
11	Mobilehome Mariental				
12	Mobilehome Okahandja				
13	Mobilehome Oranjemund				
14	Mobilehome Keetmanshoop				
15	Mobilehome Gobabis				
16	Mobilehome Lüderitz				
17	Mobilehome Eenhana				
18	Mobilehome Ondangwa				
19	Mobilehome Rehoboth				
20	Mobilehome Oshikango				
21	Mobilehome Grootfontein				
22	Mobilehome Ongwediva				
23	Mobilehome Nkurenkuru				
24	Mobilehome Opuwo				
25	Mobilehome Oshakati				
26	Mobilehome Swakopmund Express				
27	Mobilehome Outapi				
28	Mobilehome Katima Mulilo				
29	Mobilehome Rundu				

30	Mobilehome Tsumeb				
31	Mobilehome Otjiwarongo				
32	Mobilehome Walvis Bay Express				
33	Mobilehome Walvis Bay Dunes Mall				
34	Mobilehome Swakopmund				

- MTC must be able to do Online capturing/printing of waybills and labels (automatic to stick to the boxes)
- **The successful courier should provide MTC with the labels and label printers without additional cost to MTC.**
- Receive PODs online **24 hours after delivery** and this should be web based. Without additional cost to MTC and no additional license cost.
- MTC have various accounts for local courier service, MTC should be invoiced per account. Example - Mobile Homes, Repair Centre, CTW Technical and Olympia all on accounts.
- Unique waybill numbers- MTC should have the option to link Job numbers or order numbers to the waybills.
- **MTC should be able to use their own reference number. For example, Job number, order number, serial number 16 digest including characters.**
- Ensure MTC has secure dispatch and delivery. MTC may suggest or implement new security measures together with the courier company at no additional costs.
- Invoice should be submitted on softcopy every 2 weeks and verification of POD's online must be available.
- **Please limit one page billing per invoice**
- Waybill tracking online should be available for MTC on daily basis – MTC must be able to log in and do tracking web based.
- Additional scales at 3 different points if needed at no additional cost to MTC.
- Monthly Reports should be available with the KPI's of courier should also be included.
- Reports of delivery per week per month: Criteria of Delivery on time/ Delivery's failed and outstanding POD's
- Monthly Excel report based on report with the example information available as per table.

## 8 INSURANCE

- MTC requires goods in transit (GIT) insurance sufficient to cover the electronic equipment (cell phones and other telecommunication equipment) transported by MTC per load.
- Claims should be on a basis of actual loss, hence sufficient GIT cover.

## APPENDIX C: ZONES AND TRANSIT TIMES

Zone Chart:

The Tenderer shall submit Average Transit Time in Business days for destinations as outlined below:

<b>Destination</b>	<b>Transit</b>	<b>Destination</b>	<b>Transit</b>	<b>Destination</b>	<b>Transit</b>
Arandis		Karibib		Oranjemund	
Aranos		Katima Mulilo		Oshakati	
Ariamsvlei		Keetmanshoop		Otavi	
Aroab		Khorixas		Otjiwarongo	
Aus		Koes		Outjo	
Berseba		Kombat		Rosh Pinah	
Goageb		Leonardville		Rundu	
Gobabis		Lüderitz		Stampriet	
Gochas		Maltahohe		Swakopmund	
Grootfontein		Mariental		Tses	
Grunau		Okahandja		Tsumeb	
Hentiesbay		Omaruru		Usakos	
Karasburg		Ondangwa		Walvis Bay	
Kamanjab		Opuwo			