

TENDERER'S NAME:

CLOSING DATE: FRIDAY, 10th NOVEMBER 2023 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: MTC46-23-O

REQUEST FOR PROPOSAL FOR THE SELECTION AND APPOINTMENT OF A
FULL-SERVICE ADVERTISING AGENCY FOR MTC

MOBILE TELECOMMUNICATIONS LIMITED (MTC)
EFFAISHE NGHIIDIPAA
MANAGER PROCUREMENT
WINDHOEK
CNR MOSE TJITENDERO & HAMUTENYA WANEHEPO NDADI STREET
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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 SELECTION AND APPOINTMENT OF A FULL-SERVICE ADVERTISING AGENCY FOR MTC
TENDER NUMBER:	MTC46-23-O
CLOSING DATE	10th November 2023 @ 14:30 PM Namibian Time
BRIEFING MEETING	24th October 2023 @ 10:00 AM Namibian Time
BRIEFING MEETING LINK	Click here to join the meeting
ADDRESS TENDER TO:	MTC Procurement, Manager Procurement
	Cnr Mose Tjitendero & Hamutenya Wanehepo Ndadi Street
	Olympia
	Windhoek, Namibia
ALL INQUIRIES:	Veronika Mbambi Procurement Officer Tel: +264 61 280 2834 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 MTC46-23-O

“REQUEST FOR PROPOSAL FOR THE SELECTION AND APPOINTMENT OF A FULL-SERVICE ADVERTISING AGENCY 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.**

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 selection and appointment of a full service advertising agency for Mobile Telecommunications Limited (MTC) for a period of three 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

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.1.13 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:	19 th October 2023
SUBMISSION OF QUESTIONS:	6 th November 2023
MTC RESPONSE TO QUESTIONS:	7 th November 2023
TENDER CLOSING DATE:	10 th November 2023

QUESTIONS & ANSWERS

- A.1.14 If required, companies may submit questions via email to the following e-mail address: **tenders@mtc.com.na** on or before **Monday, 06th November 2023**. Only questions submitted in the questions template as per Appendix C will be responded to.
- A.1.15 All questions and answers thereto will be uploaded on the website by the **07th November 2023**.
- A.1.16 Communication between MTC and prospective companies, for the duration of this Tender, must only be through Ms. V. Mbambi @ 061 280 2834 or enghiidipaa@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.1.17 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 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.
- 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 be 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 toe 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 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 responsible 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 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

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.

Vision Statement

To drive an inclusive Namibian digital economy.

Mission Statement

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

What we value

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

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

MTC hereby invites suitable communications agencies to tender for the following portfolio:

Full-Service Advertising Agency

The Agency will be appointed on an exclusive basis to render Through-The-Line Services including Media Strategy, Planning and Buying Services to the Client in the Territory.

The services are listed as follows:

- Communication, campaign and brand strategies
- Creative Design (staff newsletters, events concepts etc.), both for internal and external purposes
- Above the line creative and production management, and monitoring and evaluation (excludes Out of home flighting) for brand and retail advertising
- Below the line creative and production management, including extensive collateral for retail outlets
- Digital marketing creative and development (excludes web development but includes web content and design and layout of online advertising)
- Social media (content development, calendar for all products and services)
- Media planning and buying (traditional and digital media)
- Brand activations

This exclusivity is subject to the satisfactory performance by the Agency, such performance to be determined by way of agreed Key Performance Indicators and periodic assessment.

This exclusivity does not include, events execution, Sponsorships, CRM, and Public relations; and consequently the Client is free to entrust activities in these areas to any other agency or third party if it wishes to.

The retainer fee covers all creative design services / work whatsoever up to the submission of the final artwork to MTC. Studio work and pre-production charges are not charged on every job, only jobs where the Agency is required to produce something tangible after the final artwork has been approved by MTC, i.e., maybe produce a prototype, a sample, or where the final artwork cannot be demonstrated or be seen without visuals such as in the cases of a TV advert, video etc.

MTC will only pay for reverts which are not due to the Agency's poor delivery such as not sticking to the agreed script, words mispronunciations, etc. Expenditure:

The expenditure for this portfolio is approximately N\$15m – N\$35m per year and is based on MTC's estimated annual marketing budget. The budget includes all agency fees, retainer, media, production, digital development, and implementation costs. These figures should be used as an indication only and MTC makes no guarantee of future spend and offers this information only to assist in preparation of a submission.

EXCLUSIONS:

MTC has an in-house communication studio that has the capacity to deliver the services below, thus these services are not part of the scope of this tender.

Studio Broadcasting

MTC Communication Studio offers a broadcasting and audio system with comprehensive setup that includes:

Video Production Excellence:

- Five high-quality cameras, including two video-oriented Canon XF605 cameras and two Blackmagic Pocket Cinema 6K cameras.
- A cutting-edge drone with seamless video integration into our video switcher.
- All cameras seamlessly connected to the advanced Blackmagic ATEM Television Studio HD8 Switcher, enabling flawless video streaming for a multitude of events

Advanced Video Switching and Streaming

The Blackmagic ATEM Television Studio HD8 video switcher offers exceptional capabilities:

- Internal video and audio recording, with a spacious 2TB hard drive for storage
- Effortless streaming to a single destination supporting both RTMP and SRT protocols.
- Expanded streaming potential with the addition of the Kiloview P1 4G Cellular Bonding Video Encoder, supporting up to three SIM cards for simultaneous streaming to multiple destinations.

Audio

- Two dB technologies 15” speakers ensure exceptional sound quality for your live audience.
- A 16-channel Yamaha mixer for precise audio control.
- A comprehensive microphone selection, including four handheld, two headset, and a Studio Voice-Over microphone.

Video

- Four impressive Samsung 65” display TVs for in-person attendees.
- Seamless streaming access for remote attendees on their personal devices

Mobility

- Every piece of equipment is expertly housed in portable carry cases, facilitating effortless mobility for studio and remote event applications.

Shortlisting Questionnaire

The questionnaire contained in Annexure A of this RFP must be completed by each agency.

EVALUATION CRITERIA

The RFP Stage comprises a 3-phase evaluation process:

- RFP Compliance
- Gatekeeper Evaluation
- Technical Shortlisting Evaluation
- Commercial evaluation

Only agencies that comply with the RFP Compliance and Gatekeeper Evaluation will participate in the Technical Shortlisting Evaluation.

The following evaluation criteria will be applied in this Tender:

RFP Compliance

The following documents must be submitted. Agencies that fail to submit all the required documents may be disqualified.

- Agency declarations (refer to [page 8](#))
- [Annexure A: Shortlisting Questionnaire](#)
- Valid Certificate of good standing (refer to [A.1.134](#) and [A.1.1.135](#) page 15)
- Valid BEE rating certificate (refer to [A.1.1.31.10 page 5](#))
- Audited annual financial statements for the 3 (three) previous financial years)

Gatekeeper Evaluation

- Agencies that service competitor accounts and who are not willing to resign the competitor accounts will be disqualified.
- Only agencies that are registered in Namibia and based in Namibia will be considered.
- MTC will assess the financial health of the agency. If MTC, in its sole discretion, is of the opinion that the agency is not in good financial standing and/or will not be in a financial position to manage an account of this size, MTC reserves the right to disqualify the agency from further participation in this Tender.
- MTC will consider any disclosed conflicts of interest. If MTC, in its sole discretion, determines the conflict of interest to be material, MTC reserves the right to disqualify the agency from further participation in this Tender.

Technical Shortlisting Evaluation

RFP submissions will be evaluated and ranked using a weighted scoring system. The assignment of points by MTC is final and will under no circumstances be open to appeal or protest by the agencies. It is the responsibility of each agency to understand the scoring system and to factor that system into the organization and content of its RFP submission.

The following criteria will be applied to evaluate RFP submissions.

- Agency Profile (20%)
- Client Profile (10%)
- Services and Skills (20%)
- Resources (20%)
- General Service and retail experience (10%)
- Telecommunications Industry Experience (20%)

CONTRACTUAL DETAILS

Awarding of the contract

Proven relevant experience and success, as well as the ability to deliver reliable and effective service will be important considerations.

By delivery of a RFP submission, each agency warrants that they are highly skilled, professional, competent and experienced in the area for which they are tendering. Any work performed by a successful agency will be evaluated against these criteria.

RFP submissions that are qualified by an agency's own conditions may be rejected as being invalid, and failure by the agency to renounce such conditions when called upon to do so may invalidate the RFP submission.

Terms of contract

The contract will be in terms of MTC's standard terms of services and procurement, which terms will be shared with the shortlisted agencies in draft format

EXECUTION OF CONTRACT

Upon completion of negotiations between the preferred agency and MTC, a contract will be given to the preferred agency for signature. The preferred agency will be allocated a time period of a maximum of (ten) 10 working days for signature and for the commencement of work on the account. Failing this, MTC reserves the right to disqualify the agency and enter into negotiations with any of the other shortlisted agencies.

DISQUALIFICATION

Any effort by an agency or agency representative to influence MTC in the process of clarification, determination of compliance, evaluation of RFP submissions, or in decisions concerning the award of the Tender, will result in the disqualification of the respective agency.

ANNEXURE A: TECHNICAL SHORTLISTING QUESTIONNAIRE

ACCOUNT DETAILS

- Client
- MTC
- Services required
- Brand strategy development
 - Creative Services (Conceptualize and create advertising campaigns, including visual design, copywriting, and multimedia content.)
 - Campaign Execution
 - Above the line creative and production management (excludes Out of home production) for brand and retail advertising
 - Below the line creative and production management, including extensive collateral for retail outlets.
 - Digital marketing creative and development (Develop and manage online advertising campaigns. Excludes web development but includes web content and design and layout of online advertising)
- Social media (content development, community management, online relationship management)
- Media planning and buying (traditional and digital media) Brand activations, event planning and promotions.
 - Account Management
- Account size
- Approximately N\$15-million – N\$35-million per year, inclusive of agency fees, production, media, digital development, and implementation.

IMPORTANT INFORMATION

- Gatekeeper criteria
- Agencies that service competitor accounts and who are not willing to resign the competitor accounts will be disqualified.
 - Only agencies that are registered in Namibia and based in Namibia will be considered.
 - MTC will assess the financial health of the agency. If MTC, in its sole discretion, is of the opinion that the agency is not in good financial standing and/or will not be in a financial position to manage an account of this size, MTC reserves the right to disqualify the agency from further participation in this Tender.
- Agency structure
- MTC ideally wants to contract with **one** agency for the provision of all required services e.g. a Full Service Advertising Agency that provides all required services through specialist divisions/departments.
- Completing this questionnaire
- It is important that the information provided in your response is accurate.
 - Do not assume that the people evaluating your submission should know certain information about your agency.
 - Your agency will be marked down on any information not provided.
 - When answering commercial questions, be sure to check if it is billing or revenue information that is being asked for.
 - Where your agency is prevented from disclosing certain commercial information about clients, please provide an indicative range to provide a guideline for evaluation of your submission.
 - Only provide the information requested in this document. No additional information such as creative credentials/case studies will be evaluated, unless these have been requested.
 - Only provide the attachments requested in the questionnaire.
 - You must adhere to the word count limits.
- Definitions
- Full Service Agency: A single agency comprising various specialist divisions/departments – **no separate P&L accounts.**

GATEKEEPER CRITERIA

1	Trading name		7	VAT number	
2	Namibian company registration number		8	Inception date	
3	Postal address		9	Main contact person	
4	Physical address		10	Designation	
5	Web address		11	Mobile number	
6	Telephone (w)		12	E-mail address	

13	Where in Namibia does the agency have offices?	
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14 Disclose all the Telecommunication Services clients serviced by the agency (add rows if needed):				
Competitor client	What is the nature of the Telecommunication Services provided?	Main service the agency provides to this client (e.g. ATL, BTL, Digital)	Is this client one of MTC's key competitors? (Yes/No)	Is the agency prepared to resign this account? (Yes/No)

AGENCY PROFILE

15	Please provide the agency's billing information for the past 12 months. NOTE: If you are not permitted to disclose this information, please provide a range, e.g. N\$20m-N\$25m. Keep the range within N\$5m. DO NOT leave this blank.	
Breakdown / Split		Amount
i.	Total agency remuneration (including <u>all</u> retainers, resource charges, commissions and mark-ups)	
ii.	Total production billings (<u>excluding</u> all agency remuneration)	
iii.	Total media billings (if your agency is not responsible for media billings, state this fact and disclose total ATL production billings <u>excluding</u> agency remuneration)	
iv.	All-inclusive total (total of i, ii & iii) (if your agency is not permitted to provide detailed information, please provide an all-inclusive total and indicate which of the three categories above are included in the total)	

16	How many fulltime staff does the agency employ in each of its Namibian offices?	Office:	# staff:	Office:	# staff:			
17	How many retainer clients does the agency service?							
18	What is the agency's BEE level (attach certificate)	1	2	3	4	5	>5	Not rated

19	List all new accounts the agency has won in the last 12 months			
	Company / Brand	Sector	When was it won (month/year)	Approximate annual revenue gain
	i.			
	ii.			
	iii.			

20	List all accounts the agency lost in the last 12 months			
Company / Brand	Reason for loss	When was it lost (month/year)	Approximate annual revenue loss	
i.				
ii.				
iii.				

21	Is the agency a member of an international network and if so which network?	YES	NO		
22	What is the nature of the relationship between the international network and the agency?	The network owns equity in the agency	What % equity is owned by the network?	No formal relationship	

23	Does the network own any other agencies in Africa that service Telecommunication Services clients? If YES, provide information on these.	YES	NO
Country	Name of agency	Name of Telecommunication Services client	

24	Provide information on the <u>significant</u> creative and/or effectiveness awards the agency (or the agency's ECD) has won in the past 24 months for ATL/BTL creative work e.g. Loerie, Cannes, One Show, etc. (only list awards for which gold, silver, bronze or grand prix status were achieved)			
Year	Award	Client	Short description of campaign (50 words each)	Agency or ECD?

25 Provide information on your agency's systems:					
Type of System	Name of System	Is it proprietary to your agency or 'off-the-shelf'?	Is it ISO compliant? (yes/no) If yes, please attach certificate	How long have you been using the system? (years)	Benefits to the client?
Invoicing System					
Cost Estimation (CE) System					
Timesheet System					
Workflow/ Traffic / Project Management System					
Media Planning System					
Asset Management / Archiving / Storage					
Material Distribution / Dispatch					
Back-ups / Recovery					
Other: (please add)					

CLIENT PROFILE

26	Provide information on the agency's current top 10 clients.			
Client (company and brand)	How long have they been a client?	Approximate annual revenue	What industry sector do they fall into (e.g. financial, FMCG, etc.)	Retainer based, project based or hybrid?
i.				
ii.				
iii.				
iv.				
v.				
vi.				
vii.				
viii.				
ix.				
x.				

27	With billings of approximately N\$15m where will MTC rank on the agency's client list?	Largest	2-3	4-5	6-7	>7
	With billings of approximately N\$25m where will MTC rank on the agency's client list?	Largest	2-3	4-5	6-7	> 7
	With billings of approximately N\$35m where will MTC rank on the agency's client list?	Largest	2-3	4-5	6-7	> 7

SERVICES AND SKILLS

28	Indicate which services the agency is able to provide using in-house resources. If outsourced, please provide the name of the outsourced partner in the box.		
Service	Provided through (tick):		Provide the name, designation and a short CV (50 words), of the person who heads up this portfolio in the agency. The CV must focus on the experience the person has relevant to the portfolio in question.
	In-house resources	Outsourced partner	
Strategy Services			
Brand Strategy development			
Campaign Execution			
Creative Services			
ATL Creative			
BTL Creative			
Digital Creative			
Campaign Design			
Production Services			
ATL Production			
BTL Production			
Digital Services			
Digital Development			
Social Media			

Service	Provided through (tick):		Provide the name, designation and a short CV (50 words), of the person who heads up this portfolio in the agency. The CV must focus on the experience the person has relevant to the portfolio in question.
	In-house resources	Outsourced partner	
Media Services			
Media Planning (traditional media)			
Media Buying (traditional media)			
Media Planning (digital media)			
Media Buying (digital media)			
Event Management Services			
Brand Activation			

RESOURCES

29	How many staff does the agency employ in the following categories? Please don't double count staff.										
	Windhoek office	Other offices		Windhoek office	Other offices		Windhoek office	Other offices		Windhoek office	Other offices
	Strategists		Account Managers			Art Directors			Copywriters		
	Designers		Digital Developers			Social Media Specialists			Media Planners		
	Media Buyers		Production Managers			Public Relations			Brand Activation & Event Management		

30	Provide information on the copywriters based in the agency's Windhoek office and indicate their language proficiency.				
Name		Seniority level (junior, mid, senior)		Home language	In what other languages can this person write copy?

31	What percentage of his/her time is the agency's MD able to dedicate to the MTC account? What will their role and responsibilities be and what value will they add to the client? (max 50 words)

32	Provide information on the agency's access to freelance creative staff; number and quality of freelancers, nature of relationship, frequency used, etc. (max 80 words)

33	Provide information on the Business Unit Director, the Account Director and the Account Manager, based in the agency's Windhoek office, who will be assigned to the MTC account.	
Category	Name	Short CV (50 words) that includes information on previous positions and companies.
BUD		
AD		
AM		

EXPERIENCE

34	Provide information on the experience the agency has in the following areas (please don't list experience older than 24 months)
Working on clients in the Services industry	
Working on Retail accounts	
35	Provide information on the experience the agency has in the telecommunications industry (please don't list experience older than 24 months)
Working on clients in the telco industry	
Working on clients in the telco related industry i.e. ICT, Communications etc.	

Thank You

I hereby declare that all the information provided in response to this shortlisting questionnaire is correct at the time of submission.	Name and Designation:	Signature:
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1.