



MOBILE TELECOMMUNICATIONS LIMITED

TITLE OF TENDER	PROVISION OF INSURANCE SERVICES TO MTC
TENDER NO:	MTC43/19/O
DATE ISSUED:	04 NOVEMBER 2019
CLOSING DATE:	FRIDAY 15 NOVEMBER 2019, 14H30
TOTAL TENDER AMOUNT (EXCL. VAT)	

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PART A

1. INVITATION TO TENDER

CLIENT:	MOBILE TELECOMMUNICATIONS LIMITED (MTC)
TENDER DESCRIPTION:	PROVISION OF INSURANCE SERVICES TO MTC
TENDER NUMBER:	MTC43/19/O
CLOSING DATE	FRIDAY 15 NOVEMBER 2019, 14H30
TENDER PRICE:	FREE
ADDRESS TENDER TO:	MTC Tender Board, Manager Procurement
	Cnr of Mose Tjitendero & Hamutenya Wanahepo Ndadi Streets, Olympia
	PO Box 23051
	Windhoek, Namibia
TECHNICAL INQUIRIES:	
NON TECHNICAL INQUIRIES:	<p>Nghiidipaa Effaishe</p> <p>Manager Procurement</p> <p>Tel: +264 61 280 2019</p> <p>Fax: +264 61 280 2057</p> <p>Email: enghiidipaa@mtc.com.na</p>

1.1 TENDER FORMAT:

1.1.1 Tender documents must be in a sealed package as follows:

One (1) original, clearly marked "ORIGINAL"

One (1) copy, clearly marked "COPY"

Soft copy (CD) format.

1.1.2 All documents must clearly be marked "MTC43/19/O: PROVISION OF INSURANCE SERVICES TO MTC"

PART B

2. STANDARD TENDER CONDITIONS

2.1 DEFINITIONS

- 2.1.1 In this Request for Proposal (Tender), unless the context clearly indicates the contrary, the following interpretation will apply to the terms stated below:
- ✓ “Commercial” shall mean information referring to all prices, payment terms and conditions, lead times, company and financial ability to render the services or provide product, transport cost,
 - ✓ BEE status, warranties, guarantees, after sales support, etc.
 - ✓ “MTC” shall mean Mobile Telecommunications Limited
 - ✓ “RFP” shall mean Request for Proposal (Tender)
 - ✓ “Technical” shall mean the Tenderer’s ability to satisfy MTC’s product and service requirements and needs. Consultations, qualifications and expertise of the personnel involved in the service delivery and implementation should also be indicated under the Technical section.
- 2.1.2 This Request for Proposal is not a contract, and does not create an obligation on MTC’s part to purchase services from any company submitting a proposal. MTC reserves the right to reject any or all proposals in its sole and absolute discretion

2.2 TENDER INVITATION

MTC hereby invites offers to tender from all relevant quantified companies to submit detailed technical and financial proposals for the provision of insurance services to MTC.

- 2.2.1 This tender document shall consist of the following Appendices:
- Appendix A – Price Schedule
 - Appendix B – BEE Scorecard
 - Appendix C – Project Specifications
 - Appendix D – Standard Technical Specifications
 - Appendix E – Supplier Declaration of Conflict

3. GENERAL CONDITIONS

- 3.1. All tender documents must be submitted before or on the closing date and time as indicated on the cover page, No late tenders will be considered
 - 3.2. Every tender document page must be initialed
 - 3.3. MTC is neither bound to accept the lowest of any Tender nor to assign any reason for acceptance or rejection of such Tender
 - 3.4. MTC reserves the right to change these dates and any other dates that may appear in this RFP. Such changes will be communicated as soon as they are made.
 - 3.5. Notifications to companies will be in writing to the designated liaison person nominated by the firm.
 - 3.6. From the submissions an evaluation will be performed highlighting a short list
 - 3.7. If deemed necessary, negotiations may be entered into with the short listed candidates.
 - 3.8. Companies that wish to tender should examine this RFP carefully and review all instructions contained herein. Companies should follow the instructions so that MTC can easily evaluate and compare all proposals received.
 - 3.9. All prices must be in NAD and exclusive of all taxes
 - 3.10. MTC in its sole and absolute discretion reserves the right to:
 - ✓ Reject any or all proposals, whether or not these instructions are followed
 - ✓ Reject any submissions not complying with the specified format
 - ✓ Award the contract based solely on a proposal received without entering into any further discussions.
 - ✓ Short list candidates
 - ✓ Not base the final decision solely on price.
 - 3.11. No correspondence will be entered into should MTC decide to reject any proposals or to withdraw the RFP.
 - 3.12. 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 RFP. MTC may automatically disqualify the company from the tender process.
 - 3.13. BEE Scorecard (Appendix A). The tenderer is required to approach the Namibia Preferential Procurement Council (NPPC), Telephone # 061 248 007 for accreditation and attach their accreditation certificate to the tender response. Tenders without this certificate maybe disqualified.
 - 3.14. Additionally or alternatively, the tenderer must provide certified copies of share certificates to prove their BEE shareholding credentials
 - 3.15. SMEs must attach certified copy of their SME certificate provided by the Ministry of Finance
 - 3.16. The tenderer must submit statutory documents such as company registration documents, good standing documents with Social Security, Receiver of Revenue etc. with every tender submission.
 - 3.17. The tenderer must submit the shareholding structures and certificates of the main tenderer as well as of those of any company to be used to fulfil this tender either in partnership or subcontractor basis.
 - 3.18. Should a non-Namibian company respond to this tender, and such a company shall make use of a Namibian company to fulfil the tender, then the Namibian company's shareholding certificates must be submitted as well as the portion of the tender to be allocated to the Namibian company.
 - 3.19. Non-Disclosure Agreement (Appendix B). Each potential tenderer picking this tender document must sign the non-disclosure agreement with regard to the information contained herein or any other information exchanged between MTC and the potential tenderer with respect to this tender.
 - 3.20. MTC will make its decision based on the quality of the information contained in the proposal and no opportunity will exist for any company to enhance such information after closing date and time of the tender.
 - 3.21. It is important to clearly note down any assumptions made in the proposal so that each proposal may be evaluated fairly against all other submissions.
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- 3.22. This RFP outlines the requirements of MTC and the process to be followed by the prospective Tenderers in submitting a response.
 - 3.23. Companies should provide a list of previous or current clients they served with similar projects. MTC reserves the right to contact any clients referenced
 - 3.24. 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.
 - 3.25. 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.

4. EVALUATION CRITERIA

Proposals will be evaluated by MTC using criteria in the RFP and as per the relevant questions asked. These categories are not necessarily listed in order of importance:

- ✓ Price competitiveness, including any price discount provided in the proposal.
- ✓ Delivery schedules and lead times proposed.
- ✓ Warrantee conditions and handling of claims.
- ✓ Operating costs and cost of services and maintenance support.
- ✓ Availability of references from other customers and reputation of tenderer
- ✓ Availability of infrastructure for after sales support, both local and abroad.
- ✓ Compliance with local and international standards.
- ✓ Certification and accreditations
- ✓ Value added to MTC
- ✓ The financial condition and trading record of the tenderer (Company profile, Latest financial statements of tenderer etc)
- ✓ Tenderer degree of conformance to the Black Economic Empowerment Policy
- ✓ 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.

4.1 SUMMARY OF DEADLINES

ACTION	DUE DATE
Tender documents availability	05 November 2019
Submission of questions	12 November 2019
MTC response to questions	13 November 2019
Tender closing date	15 November 2019

4.2 QUESTIONS & ANSWERS:

If required, companies may submit questions via email to e-mail tenders@mtc.com.na on or before 12 November 2019.

All questions and answers thereto will be communicated in writing to all participants by 13 November 2019.

Communication between MTC and prospective companies, for the duration of this RFP, must only be through Ms Veronika Mbambi. No direct communication or contact with any other party at MTC is permissible. Any such breach may disqualify the company. MTC's designated contact is:

5. TENDERER'S DESIGNATED LIASON

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	

6. SUCCESSFUL TENDERER'S PERFORMANCE MANAGEMENT

- 6.1.1 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.
- 6.1.2 The performance reviews will amongst others cover the following issues:
- ✓ **RELIABILITY:** *How reliably do you follow through on your commitments to MTC?*
 - ✓ **COST:** *How closely did your final total costs correspond to your expectations at the beginning of the transaction?*
 - ✓ **ORDER ACCURACY:** *How well did the product/service delivered matched your order specifications and quantity?*
 - ✓ **DELIVERY/TIMELINESS:** *How satisfied is the appraiser about the timeliness of the product/service delivery?*
 - ✓ **QUALITY:** *How satisfied is the appraiser about the quality of the product/service provided by your company?*
 - ✓ **DOCUMENTATION ACCURACY:** *Does your company present its all and correct documents with its deliveries*
 - ✓ **PERSONNEL:** *How satisfied is the appraiser about the attitude, courtesy, and professionalism of your company's staff?*
 - ✓ **CUSTOMER SUPPORT:** *How satisfied is the appraiser about the customer support she/he received from your company?*
 - ✓ **RESPONSIVENESS:** *How responsive is your company to information requests, issues, or problems that arose in the course of the transaction?*

7. 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.

PART C – PROJECT SPECIFIC TERMS OF REFERENCE

Annexure A - Pricing Schedule Sheet

Asset category	No	Value/Sum Insured	Cover	Premium Quote
ASSETS ALL RISK				
Material Damage		1,861,651,037		
Material Damage: All Risk Items (relating to leased remote properties)		16,510,474		
Electronic Equipment		368,996,264		
Sublimits:				
Loss of Documents		200,000		
Money		630,000		
Personal effects of employees		50,000		
Office Machinery and Equipment		70,000		
All Risks				
Motor Radios / Tapes / CD Players / Telephones / Laptops		150,000		
Tools & testing Equipment & meters - Max limit per item N\$400 000		6,200,228		
K15 Test Equipment / Analyser (3UMTS & Data)		1,900,000		
Generators		32,372,554		
8 Generators (6x600 Kva & 2x700 Kva)		21,800,000		
Burglary		750,000		
Extensions				
General				
Limit of Acquisitions		25% of Property Damage		
Claims Preparation costs		1,000,000		
Difference in Conditions / Difference in Limits		1,000,000		
Property Damage				
Major Perils				
Fire & Allied Perils		1,861,651,037		
Accidental Damage		5,000,000		
Malicious Damage		1,861,651,037		
Theft				
Theft - Forcible Entry and violent entry		750,000		
Locks and keys		10,000		
Damage by Thieves		100,000		
Theft - Non Forcible and violent entry		250,000		
Theft - Goods in the Open - Solar Panels		500,000		
Goods in transit				
Property of employees transferred or on business		50,000		
All other		1,000,000		
Clean up costs		250,000		
Money				
Minor Limit		50,000		
Major Limit		630,000		
Glass				
Replacement of Glass and Sign writing		250,000		

MOBILE TELECOMMUNICATIONS LIMITED

RFP Document Insurance Services

Revision: 2

Capital Additions		25% of max indemnity		
Clearance costs		10,000,000		
Clearance costs = No Damage		10,000,000		
Deterioration of Undamaged Stock		10,000,000		
Fire Protections Updating		10,000,000		
Incompatibility		1,000,000		
Increased Lease or Hire Costs		250,000		
Loss of Rent		As per wording		
Insureds own motor vehicles parked at insured premises		10,000,000		
Municipal Plans Fees		5% of project value		
Property in the course of construction - Maximum Contract Value		11,500,000		
Protection fees		1,000,000		
Reconstruction of Data		5,000,000		
Replacement Spares		10,000,000		
Statutory Duties		100,000		
Suppliers Guarantee		1,000,000		
Locate and Repair		100,000		
Public Authorities Requirements		1,000,000		
Landscaping, Sports Grounds		100,000		
Glass Reinstatement		Included		
Fire Brigade Charges		Included		
Professional Fees		15% of reinstated cost		
Acts of Authorities		2,000,000		
Fire Extinguisher refill Costs		2,000,000		
Machinery Breakdown:				
All machinery Breakdown		42,715,646		
Electronic Equipment				
All Electronic Equipment		368,996,264		
Data Media		10,000		
Incompatability		10,000,000		
Increased Operation Costs		10,000,000		
Indemnity Period		12 months		
Increased Leased or Hire Costs		10,000,000		
Reinstatement of Data		10,000,000		
Additional Costs		2,000,000		
Temporary Repairs		2,000,000		
Functional Unit		2,000,000		
Business Interruption				
Indemnity Period:		12 months		
Basis:		Gross Profit		
Gross Rentals (Rent payable Mobile Home)		630,000		
Gross Profit				
Standing Charges plus net profit		1,800,000,000		
Additional Increase in Cost Working		10,000,000		
Research Establishment		500,000		
Fines and Penalties		500,000		

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RFP Document Insurance Services

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Extensions				
Extended Premises:				
Property in storage, in transit, in vehicles		5,000,000		
New / Additional Premises		10,000,000		
Prevention of Access - 10Km Radius Restriction		50,000,000		
Roads, Bridges, Railway and Cargo Loading Facilities		10,000,000		
Direct Suppliers and Customers		100,000,000		
Public Utilities		10,000,000		
Murder, Food Poisoning, Vermin, Water Pollution - 5Km Radius - Indemnity period 31 days		5,000,000		
Bomb Scare - 5Km Radius - Indemnity period 30 days		5,000,000		
Maximum Damage Charges		1,000,000		
Public Relations Expenses		1,000,000		
Depreciation of Undamaged Stock		10,000,000		
<u>MOTOR FLEET</u>				
Maximum value any one vehicle – N\$ 800,000				
Sedans	28	3,843,542		
LDV's	69	27,094,767		
Trailers	16	538,700		
Boats	2	22,226		
Forklift	2	189,994		
Buses	6	2,765,452		
Cover: Comprehensive				
<u>Passenger Liability 3x Buses with 23 seats each, 1 Bus with 26 seats</u>	95	2,500,000 per seat, per incident		
		Limited to N\$10,000,000 per event		
Please Note: VW Crafter has a Sound System to the Value of N\$253,000 included in SI as an Extra Specified Item				
Please Note: Toyota Hilux has a Sound System to the Value of N\$20,000 included in SI as an Extra Specified Item				
Extensions				
Passenger Liability (Non Fare Paying)		5,000,000		
Liability due to Fire or Explosions		1,000,000		
Liability Any Other Event and the Aggregate of above		5,000,000		

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RFP Document Insurance Services

Revision: 2

<u>PUBLIC LIABILITY</u>				
Retroactive Date:		Date		
Basis of Cover:		eg: Claims Made Basis		
Property Owners Liability		50,000,000		
General and Tenants Liability		50,000,000		
Surrounding Property		50,000,000		
Work Away		50,000,000		
Defective Workmanship		50,000,000		
Spread of Fire		5,000,000		
Products Liability		50,000,000		
Statutory Legal Defense Costs		100,000		
Wrongful Arrest, Defamation and Discharge		100,000		
Employers Liability		50,000,000		
Gratuitous Negligence Advice		50,000,000		
Claims Preparation Costs		100,000		
<u>FIDELITY GUARANTEE</u>				
Blanket Basis		Indemnity Limit		
141 x Cashiers / Sales Advisors		200,000		
104 x senior Key Personnel		5,000,000		
<i>(6 Exco Members, 6 General Members, 32 mid managers, 3 Controlers and 57 Supervisors)</i>				
<u>Extensions</u>				
Retroactive Cover		12 months		
Superceded Cover		12 months		
Automatic Reinstatement of Insured Amount		Included		
Cost of Recovery		100,000		
Computer Losses		1,000,000		
Audit Fees and Claims Costs		100,000		
<u>CONTRACTORS ALL RISKS / ERECTION ALL RISKS</u>				
Erection/ Contract Works		100,000,000		
Maximum Any One Contract		11,500,000		
Maintenance Period: 12 Months				
Public Liability		5,000,000		
<u>Extensions</u>				
Own and Surrounding Property		5,000,000		
Transit & Temporary Storage		5,000,000		
Offsite Storage		500,000		
Site Central Storage		500,000		
Claims Preparation Costs		50,000		
Professional Fees		500,000		
Fire Brigade and Public Authority		250,000		
Temporary Removal		Included		
Escalating during Re-installment		Percentage		
Escalation		Percentage		
Removal of Debris		300,000		
Testing and Commissioning		28 Days		

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RFP Document Insurance Services

Revision: 2

<u>OPEN MARINE</u>				
Annual Carry		20,000,000		
Any One Consignment		5,000,000		
Accumulation Limit		10,000,000		
Subject Matter				
Radar Masts, Antennas, Equipment and or Spares and / or like items used in the cellular Network Industry excluding Cellular phones				
Cover				
Institute Cargo Clauses (A)				
Institute War and SR & CC Clause				
<u>STATED BENEFITS</u>				
Accidental Death or injury to the Insured Persons				
Cover:		24 Hours / World Wide		
Personal Insured				
Estimated annual earnings				
Management and Office Staff		182,347,083		
Marketing and Operations Staff		98,266,893		
Benefits				
Death		1x Annual		
Permanent Total Disablement		1x Annual		
Temporary Total Disablement		100% x 52 Weeks		
Medical Expenses		20,000		
<u>BUSINESS ALL RISKS</u>				
Loss or Damage to insured property by any cause not specifically excluded				
Employee Cellphones (Staff scheme)	498	3,862,767		
Replacement value condition (Following a loss, Insurers will pay the cost by reinstating or replacing the property with that of the same kind, or type, but not superior to or more expensive - "new for old basis".				

<u>GOODS IN TRANSIT</u>				
Estimated Annual Carry		250,000,000		
Any 1 Consignment		1,150,000		
Subject Matter				
All property (cellphones, tablets, starter packs, etc) usual to the Insured's business (including ropes, tarpaulins and packing materials in connection with the transit), conveyed by means of road, rail or air to and from the Insured by own or third party vehicles including courier companies as appointed by the Insured from time to time.				
Goods in transit to be transported to and from the warehouse and to all Mobile Homes, Customers and outlets in Namibia				
Cover		All Risks		
Basis of Valuation		Cost plus 10%		
Extensions				
Debris Removal		10,000		
Transit by own and Third Party Vehicles		Included		
Fire Extinguishing Charges		25,000		
Loading and Unloading		Included		
Hi-Jacking		Included		
<u>DIRECTORS AND OFFICERS</u>				
Directors and Officers Liability		50,000,000		
Extensions				
Estates, Heirs, Legal Representatives		Included		
Defamation		Included		
New Subsidiaries		Included - 25% of assets		
Investigation and Inquiry Costs		Included		
Aggregate Reinstatement		Included		
Bail Bond Costs		5,000,000		
Bodily Injury and Property Damage Defence Costs		5,000,000		
Crisis Communication Costs		5,000,000		
Deprivation of Assets Expenses		5,000,000		
Emergency Defence Costs and Legal Representation Expenses		5,000,000		
Extradition Proceedings		5,000,000		
Prosecution Costs		5,000,000		
Public and Investor Relations Expenses		5,000,000		
Retired Directors		Included		
Outside Directorship (Declared Basis)		Included		
Kidnap Response Costs		250,000		
<u>NASRIA</u>				
Based on sums insured per detail schedules above.				