NAMIBIA CIVIL AVIATION AUTHORITY

B I D D I N G D O C U M E N T

Issued on: 12 November 2026

Procurement of:
Rental/ Leasing of Printers/Copiers for the Namibia Civil Aviation Authority (NCAA)
For a 3-year period

BIDDERS DETAILS

Bidder Name:_____	**Bidder Representative:**_____
Tel: _____	**Mobile:** _____
Email: _____	**Fax:**_____

Contract period (days): _____

Bid amount Lot 1:……

Procurement Reference No: NCS/ONB/NCAA-02/2026/2027

Bid Closing Date and Time: 27 November 2026 at 11h00

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PART 1 – Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

2 General

1. Scope of Bid

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

3.15 Throughout these Bidding Documents:

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

2.14.2 If the context so requires, "singular" means "plural" and vice versa; and

2.14.3 "Day" means calendar day.

2. Source of Funds

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

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

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

4. Fraud and Corruption

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

execution of contracts. [1] In pursuance of this policy, the Government of the Republic of Namibia:

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

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

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; [3]

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

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

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede NCAA 's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters

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

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

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

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

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

relevant to the investigation or from pursuing the investigation, or

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

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

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

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

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

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

5. Eligible Bidders

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

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

1. all parties to the JV shall be jointly and severally liable; and

2. a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. The JV shall execute and submit an original power of attorney or authorisation in the form as set out in ITB 12.1(c).

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

1. have controlling shareholders in common; or

2. receive or have received any direct or indirect subsidy from any of them; or

3. have the same legal representative for purposes of this Bid; or

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

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

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

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

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

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

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

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

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

(iii) are not a dependent agency of NCAA .

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

6. Eligible Goods and Related Services

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

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

c. The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed;

or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

3 Contents of Bidding Documents

7. Sections of Bidding Documents

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

PART 1 Bidding Procedures

2 Section I. Instructions to Bidders (ITB)

2 Section II. Bidding Data Sheet (BDS)

3 Section III. Evaluation and Qualification Criteria

2 Section IV. Bidding Forms

PART 2 Supply Requirements

2 Section V. Schedule of Requirements

PART 3 Contract

(a) Section VI. General Conditions of Contract (GCC)

2 Section VII. Special Conditions of Contract (SCC)

2 Section VIII. Contract Forms

1.2 The Invitation for Bids issued by NCAA is not part of the Bidding Documents.

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

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

8. Clarification of Bidding Documents

o A prospective Bidder requiring any clarification of the Bidding Documents shall contact NCAA in writing at NCAA's address **specified in the BDS.** NCAA will respond in writing to any request for clarification within three (3) working days, provided that such request is received no later than the number of days,

specified in the BDS, prior to the deadline set for submission of bids. NCAA shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should NCAA deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 9 and ITB Sub-Clause 25.2.

9. Amendment of Bidding Documents

- At any time prior to the deadline for submission of bids, NCAA may amend the Bidding Documents by issuing addendum.
- Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents directly from NCAA .
- To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, NCAA may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 25.2

4 Preparation of Bids

10. Cost of Bidding

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

11. Language of Bid

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

12. Documents Comprising the Bid

12.1 The Bid shall comprise the following:

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

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

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

5.1.4 documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid;

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

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

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

5.1.8 the following mandatory documents shall be required:

1. a valid certified copy of a Company Registration Certificate; and a certified copy of Identification document for founders/directors

2. an original valid good Standing Tax Certificate;

3. an original valid good Standing Social Security Certificate;

4. a valid certified copy of Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;

5. for Bids reserved for SMEs a certificate indicating SME Status;

6. additional eligibility criteria **as specified in the BDS.**

13. Bid Submission Form and Price Schedules

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

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

14. Alternative Bids

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

15. Bid Prices and Discounts

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

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

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

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

1.5 **The terms DDP** shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS.**

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

3.15.1.1 the price of the goods quoted DDP, including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted DDP;

3.15.1.2 VAT payable on the Goods if the Contract is awarded to the Bidder; and

3.15.1.3 the total price for the item.

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

1.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account in respect of changes in production cost, **unless otherwise specified in the BDS.** A Bid submitted with an adjustable price quotation in this respect shall be treated as non-responsive and

shall be rejected, pursuant to ITB Clause 31. However, if in accordance with the **BDS,** prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

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

16. Currencies of Bid

a. The Bidder shall quote in Namibia Dollars **as specified in the BDS.**

17. Documents Establishing the Eligibility of the Bidder

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

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

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

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

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

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

3. The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing

functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by NCAA .

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

20. Documents Establishing the Qualifications of the Bidder

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

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

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

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

21. Period of Validity of Bids

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

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

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

22. Bid Security

1. The Bidder shall either furnish as part of its bid, a Bid Security Form **as specified in the BDS**.

2. The Bid Security shall be in the amount/percentage **specified in the BDS** and denominated in Namibia dollars, and shall:

2.13.1 be issued by a commercial bank operating in Namibia.

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

2.13.3 be payable promptly upon written demand by NCAA in case the conditions listed in ITB Clause 22.6 are invoked;

2.13.4 be submitted in its original form; copies will not be accepted;

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

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

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

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

2.3.1 if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 21.2; or

2.3.2 if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or

2.3.3 if the successful Bidder fails to sign the Contract in accordance with ITB 44 or furnish a performance security in accordance with ITB 45;

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

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

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

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

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

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

23. Format and Signing of Bid

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

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

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

5 Submission and Opening of Bids

24. Submission, Sealing and Marking of Bids

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

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

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

2. The inner and outer envelopes shall:

- bear the name and address of the Bidder;
- be addressed to NCAA in accordance with ITB Sub-Clause 25.1;
- bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS,** and
- bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 28.1.

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

25. Deadline for Submission of Bids

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

3.17 NCAA may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and

obligations of NCAA and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

26. Late Bids

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

27. Withdrawal, Substitution, and Modification of Bids

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

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

3 received by NCAA prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.

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

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

28. Bid Opening

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

2. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid

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

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

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

6 Evaluation and Comparison of Bids

29. Confidentiality

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

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

c. Notwithstanding ITB Sub-Clause 29.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to

contact NCAA on any matter related to the bidding process, it should do so in writing.

30. Clarification of Bids

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

31. Responsiveness of Bids

1. NCAA 's determination of a bid's responsiveness is to be based on the contents of the bid itself.

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

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

    2. limits in a substantial way and is inconsistent with the Bidding Documents, NCAA's rights or the Bidder's obligations under the Contract; or

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

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

32. Nonconformities, Errors, and Omissions

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

b. Provided that a bid is substantially responsive, NCAA may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, or to rectify non-material non-conformities or omissions in the bid relating to documentation requirements. Such omission shall not be related to any aspect of

the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

c. Provided that the Bid is substantially responsive, NCAA shall correct arithmetical errors on the following basis:

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

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

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

33. Preliminary Examination of Bids

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

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

i. Bid Submission Form, in accordance with ITB Sub-Clause 13.1;

ii. Price Schedules, in accordance with ITB Sub-Clause 13.2;

iii. Bid Security or Bid Securing Declaration, in accordance with ITB Clause 22, if applicable.

34. Examination of Terms and Conditions; Technical Evaluation

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

2. NCAA shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements

specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

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

35. Margin of Preference

35.1 Margin of preference shall be a factor in bid evaluation, **unless otherwise specified in the BDS.**

36. Evaluation of Bids

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

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

3. To evaluate a Bid, NCAA shall consider the following:

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

ii. price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;

iii. price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.4;

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

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

4. (a) NCAA's evaluation of a bid will take into account:

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

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

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

destination.

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

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

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

37. Comparison of Bids

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

38. Post-qualification of the Bidder

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

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

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

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

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

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

7 Award of Contract

40. Award Criteria

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

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

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

42. Notification of Award

1. Prior to the expiration of the period of bid validity, NCAA shall, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review, NCAA shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that NCAA will pay the Supplier in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). Within seven (7) days from the issue of Letter of Acceptance, NCAA shall publish on the Public Procurement Portal (**www.mof.gov.na/procurement-policy-unit**)and NCAA 's website (www.ncaa.com.na), the results of the Bidding Process identifying the bid and lot numbers and the following information:

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

   (ii) an executive summary of the Bid Evaluation Report

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

43. Signing of Contract

1. Promptly after issue of letter of acceptance, NCAA shall send the successful Bidder the Agreement and the Special Conditions of Contract.

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

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

44. Performance Security

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

2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall lead to the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event NCAA may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by NCAA to be qualified to perform the Contract satisfactorily, and repeat the process as set out in clause 42.

45. Debriefing

45.1 NCAA shall promptly attend to all debriefing for the contract made in writing and within thirty (30) days from the date of the publication of the award or date the unsuccessful bidders are informed about the award.

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: **Namibia Civil Aviation Authority (NCAA)**
ITB 1.1	**NCS/ONB/NCAA-02/2026/2027: Leasing of Printers/Copiers for the Namibia Civil Aviation Authority (NCAA) For a 3-year period as from 01 January 2027 to December 2029** The Invitation for Bids has been issued through an Open National Bidding Procedure applicable to all registered suppliers incorporated in Namibia.
ITB 1.1	The name of the Project is: Leasing of Printers/Copiers for the Namibia Civil Aviation Authority for a 3-year period.
ITB 2.1	The Funding Agency is: **Namibia Civil Aviation Authority (herein referred to as "NCAA")**
ITB 3.1	The address to file application for review is: **The Review Panel** **Private Bag 13295** **Windhoek** **Namibia**
ITB 5.2	A Bidder shall not have conflict of interest. All bidders found to have conflict of interest shall be disqualified.
ITB 5.3	A list of firms debarred from participating in Public Procurement in Namibia is available at **http://www.mof.gov.na/procurement -policy-unit** A list of firms debarred by World Bank is available at **http://www.worldbank.org/debarr**
	B. Contents of Bidding Documents
ITB 8.1	For **Clarification of bid purposes** only, the Purchaser's address is: **Attention: PMU** Address: **4 Rudolph Hertzog Street, First Floor West Wing** Town: **Windhoek** Telephone: +264832352212 email: PMU@ncaa.na

ITB 8.1	Request for clarifications should be received not later than **05 days** prior to the deadline set for submission of bids which is: **27 November 2026**
	C. Preparation of Bids
ITB 12.1 (h)	**The Bidder shall submit the following mandatory documents in its bid:** 1. A valid certified copy by a Commissioner of Oaths of a Company Registration Certificate or proof of registration of a defensive name, if applicable, issued by Business and Intellectual Property Authority (BIPA); together with the certified Identity document or passport of founders/directors 2. All bidders must be incorporated in Namibia. 3. a valid original or certified copy by a Commissioner of Oaths of Good Standing Tax Certificate; 4. a valid original or certified copy by a Commissioner of Oaths of Good Standing Social Security Certificate; 5. Duly signed and completed bid Securing Declaration. 6. a valid certified copy by a Commissioner of Oaths of Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commission that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; 7. Duly completed and signed Bid Securing Declaration ; 8. An undertaking on the part of the Bidder in terms of Section 138 of the Labour Act 2007 and section 50(2)(D) of the Public Procurement Act, 2015; 9. Completion of "List of related services and completion schedule. Section V (2); 10. Proof of last three successful delivery in a form of reference letters from Clients detailing the name and contact details of previous deliveries; 11. Catalogue/Brochures
ITB 14.1	Alternative Bids **shall not be** considered. A bidder may submit an alternative bid with or without a bid for the base case. The Purchaser shall consider bids offered for alternatives as specified in the Technical Specifications of Section V, Schedule of Requirements. All bids received, for the base
ITB 15.5	The Incoterms edition is: the latest Incoterms.
ITB 15.7	The prices quoted by the Bidder: shall not be adjustable. In case the price is adjustable with respect to changes in materials, labour costs and other parameters, the Purchaser shall include a price adjustment formula (refer to GCC 15.2) and invite the Bidder to indicate the base value of the relevant indices.
ITB 15.8	Prices quoted for **each lot** shall correspond at least to **100%** of the items specified for each lot.

	Prices quoted for **each item** shall correspond at least to **100%** of the quantities specified for this item.
ITB 16.1	Bidders shall quote only in **Namibian dollars**.
ITB 19.3	The period or expected lifetime before replacement that the goods offered are expected to be functioning and that parts will be available.
ITB 20.1 (a)	Manufacturer's authorization is **required and must be attached**
ITB 20.1 (b)	After sales service is **required and must be attached**
ITB 21.1	The bid validity period shall be **180 days**.
ITB 22.1	**The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto**
ITB 22.3	The amount of the Bid Security shall be respective to the total value of bid submitted**.** ***N/A***
ITB 22.8	If a bid securing declaration is required and the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Namibia and/or NCAA for a period of time (not exceeding five (5) years) to be determined by the Review Panel**.**
ITB 23.1	In addition to the original of the bid, the number of copies is:1x hard copy and/or 1x electronic copy must be on USB and file format should be pdf.
	D. Submission and Opening of Bids
ITB 24.1	Bidders "shall **not** have the option of submitting their bids electronically.
ITB 24.1 (b)	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: **Not Applicable**
ITB 24.2 (c)	The inner and outer envelopes shall bear the following additional identification marks: **NCS/ONB/NCAA-02/2026/2027 - Leasing of Printers/Copiers for the Namibia Civil Aviation Authority (NCAA) For a 3-year period.**
ITB 25.1	For bid submission purposes, the Purchaser's address is: To: **Namibia Civil Aviation Authority (NCAA)** Reference number: **NCS/ONB/NCAA-02/2026/2027** Drop Location: **NCAA Head Office, 4 Rudolph Hertzog Street, Ground floor- Tender Box** **Windhoek**

	The deadline for the submission of bids is: Closing Date: **27 November 2026** Closing Time: **11h00**
ITB 26.1	NCAA shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by NCAA r after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
ITB 28.1	The bid opening shall take place at: **Namibia Civil Aviation Authority (NCAA)** Street Address: **4 Rudolph Hertzog Street** Floor/ Room number: **Ground Floor West Wing** City: **Windhoek** Date: **27 November 2026** Time: **11h15**
	E. Evaluation and Comparison of Bids
ITB 35.1	A margin of preference shall be applicable to local Domestic Suppliers as indicated in Section III.
ITB 36.3(a)	Evaluation will be done Bids will be evaluated by lot. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed to be not included in the bid, and provided that the bid is substantially responsive, the average price of the item quoted by substantially responsive bidders will be added to the bid price and the equivalent total cost of the bid so determined will be used for price comparison".
ITB 36.3(d)	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: **N/A**
ITB 36.6	Bidders shall be allowed to quote separate prices for one or more lots. Refer to Section III Evaluation and Qualification Criteria, for the evaluation methodology, if appropriate.
	F. Award of Contract
ITB 41.1	The maximum percentage by which quantities may be increased or decreased at the discretion of **NCAA is 10%**

Section III. Evaluation and Qualification Criteria

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

Contents

1. Evaluation Criteria (ITB 36.3 (d))

2. Multiple Contracts (ITB 36.6)

3. Post qualification Requirements (ITB 38.2)

4. Margin of Preference (ITB 35.1)

1. Evaluation Criteria (ITB 36.3 (d))

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

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

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

(b) Deviation in payment schedule. **Not Applicable**

(c) Cost of major replacement components, mandatory spare parts, and service.

Not Applicable

(d) Availability in Namibia of spare parts and after sales services for equipment offered in the bid. **Not applicable.**

An adjustment equal to the cost to NCAA of establishing the minimum service facilities and parts inventories, as outlined in BDS Sub-Clause 36.3(d), if quoted separately, shall be added to the bid price, for evaluation purposes only.

(e) Projected operating and maintenance costs. **Not applicable.**

(f) Performance and productivity of the equipment. **Not applicable**

vi. Specific additional criteria

Other specific additional criteria to be considered in the evaluation, and the evaluation method shall be detailed in BDS Sub-Clause 36.3(d).

2. Multiple Contracts (ITB 36.6)

NCAA may award multiple contracts (Lots) to the Bidder that offers the lowest evaluated of bid per lot and meets the post-qualification criteria (Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

NCAA shall:

(a) evaluate only lot or contracts that include at least the percentages of items per lot and quantity per item as specified in ITB Sub Clause 15.8

(b) take into account:

1. the lowest-evaluated bid for each lot and

(ii) the price reduction per lot and the methodology for its application as offered by the Bidder in its bid.

3. Post-qualification Requirements (ITB 38.2)

After determining the lowest-evaluated technical compliant bid in accordance with ITB Sub-Clause 38.1, NCAA shall carry out the post-qualification of the Bidder in accordance with ITB Clause 38, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications.

3.20.2 Financial Capability

The Bidder shall submit a Bank rating from a commercial Bank operating in Namibia regarding the Bidder's availability to credit facilities and to provide a performance security. The letter has to be dated not more than one month prior to the closing date of submission of bids and has to mention the name of the project/procurement and the amount (Namibian Dollars).

Kindly read below the definitions of the different bank rating codes:

A-Undoubted for Enquiry
B-Good for amount quoted
C-Good for amount quoted if strictly in way of business
D-Fair trade risk
E-Figures considered too high
F-Financial position unknown
G-Paper occasionally dishonored
H-Paper frequently dishonored

Only with the minimum rating of C - will be considered for award.

(b) Qualification requirements;

The bidder/manufacturer must have at least **3** years of experience in manufacturing a similar type of good for which the Invitation of Bids is issued.

Where the bidder is a trader proposing goods duly authorised by the manufacturer and for which there is no requirement for local after sale service,

the bidder should have experience in handling orders of similar value and providing support back-up from manufacturers of the goods.

(c) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): delivery of similar goods in respect of three (3) projects in the last three (3) years. The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: *[See Schedule A]*

4. Margin of preference (ITB 35.1)

The applicable margins of preference are:

Margin of Preference Table:

NO	Categories of Bidders	Criteria	Margin of Preference	Documentary Evidence to be submitted with the bid	Document evidence submitted (Bidder to indicate yes/no by ticking)	
					Yes	No
1.	Manufacturer	Manufacturer means a person or a company that is involved in the physical or chemical transformation of materials or components into new products	2%	**a.** A certified copy of Certificate of registration from a registering authority		
				b. Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an accountant		
2.	MSME	Macro, small and medium enterprise means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible	1%	**a.** A certificad copy of SME registration certificate		
				b. Declaration indicating the percentage of Namibia MSME ownership		
3.	Women owned enterprise	A bidder who is a woman or whose minimum equity is 51% owned by Namibian women	1%	**a.** Certified copy of IDs of all shareholders		
				b. Certified copy of Founding statement/company registration indicating ownership structure/shareholder certificate		
				c. Declaration indicating the percentage of Namibian female ownership		
4	Youth owned enterprise	A bidder who is a youth or whose minimum equity is 51% owned by Namibian youth	2%	**a.** Certified copy of IDs of all shareholders		
				b. Certified copy of Founding statement/company registration indicating ownership structure/shareholder certificate (certified copy)		
				c. Declaration indicating the percentage of Namibian youth ownership		
5	Previously disadvantage people owned enterprises	A bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs	2%	**a.** Certified copy of IDs of all shareholders		
				b. Certified copy of Founding statement/company registration indicating ownership structure/shareholder certificate		
				c. Declaration indicating the percentage of Namibian PDPs ownership		
6	Suppliers providing Environmental protection	A bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document	1%	**a.** Declaration and proof that the bidder meets the requirements set out in the bidding document		
7	Suppliers providing employment to Namibian	A bidder employs 50% or more Namibian citizens	1%	**a.** Declaration that the bidder employs 50% or more Namibian citizens		
				b. Certified copies of IDs of Namibian citizens employed by the bidder		
Total			**10%**			

MANDOTORY CRITERIA

STAGE 1

Attribute	Special Considerations	Pass/Fail	Comment
Mandatory documents *(To be submitted as proof that the bidder is in compliance with the requirements of the Public Procurement Act 2015 and requirements of NCAA*	1. A **valid** certified copy by a Commissioner of Oaths of a **Company Registration** Certificate or proof of registration of a defensive name, if applicable, issued by Business and Intellectual Property Authority (BIPA) together with a certified identity documents of founders/Directors 2. All bidders must be incorporated in Namibia.		
	3. A **valid** original certificate of Good Standing with Receiver of Revenue (or certified copy by **a Commissioner of Oaths**)		
	4. A **valid** original certificate of Good Standing with Social Security (or certified copy by **a Commissioner of Oaths**) 5. **Duly Signed and stamped** bid Securing Declaration (Part of bid document).		
	6. A **valid** certified copy by **a Commissioner of Oaths** of Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant		

	employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
	7. **Completed and sign** Self-Declaration form; (Part of bid document) 8. An undertaking on the part of the Bidder in terms of Section 138 of the Labour Act 2007 and section 50(2)(D) of the Public Procurement Act, 2015;;		

STAGE 1. TECHNICAL EVALUATION:

Bids will be evaluated by score in **60% Technical and 40% Financial**.

STAGE 1		**POINTS**	
Technical compliance (Conformity on technical specifications on products requested.)	Mandatory technical specifications (per lot) (complete section v on schedule of requirements bullet 3 "technical specifications (Quantity/Quality) =10 Partial completion of technical specifications as per schedule requirements = 5 No completion of technical specifications as per schedule requirements = 0		
Experience	Minimum 3 (three) year experience in the leasing of printers =10 Two (2) year experience in the leasing of printers = 5 Less than one (1) year of experience in leasing of printers = 5 No experience in leasing of printers =0		
References	Provide 3 reference letters of previous or current clients and if possible, include value of projects undertaken (on official letterheads) =15		

	Two (2) clients on official letterheads = 10 One (1)client on official letterhead = 5 No client's references = 0		
Delivery method 30 days after award	30 days after award Clear and defined delivery methods /plan attached indicating how ordering process will be conducted No clear delivery plan neither did the bidder indicate how delivery will be conducted = 0		
	TOTAL	**100**	
Note: Only bidders that score 70 points on Technical will proceed financial evaluation (stage 2)			
STAGE 2: FINANCIAL EVALUATION			
Financials - Price	Public Procurement Act 15 of 2015 Section 55 (1) lowest evaluated substantially responsive bid which meets the qualification criteria specified in the pre-qualification or bidding documents **All prices should be inclusive of VAT**		

Section IV. Bidding Forms

Table of Forms

Bidder Information Form **40**

Joint Venture Partner Information Form **41**

Bid Submission Form ..... Error! Bookmark not defined.

Bid Securing Declaration……Error! Bookmark not defined.

Self-Declaration Form…….Error! Bookmark not defined.

Witten undertaking in terms of section 138 of the Labour Act……...…**46**

Price Schedule ..... Error! Bookmark not defined.

Manufacturer's Authorization ..... Error! Bookmark not defined.

Cost Structure for Value Added Calculation per Product……**52**

Bidder Information Form

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

Date:

Procurement No:

Page [1] of [5] pages

1. Bidder's Legal Name:
1. In case of JV, legal name of each party:
3. Bidder's actual or intended Country of Registration:
4. Bidder's Year of Registration:
5. Bidder's Legal Address in Country of Registration:
6. Bidder's Authorized Representative Name: Address: Telephone number: Fax number: Email Address:
7. Attached are copies of original documents of (please tick where applicable): ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2. ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1. ☐ In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

Joint Venture Partner Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date:
Procurement No.:

Page [2] of [5] pages

1. Bidder's Legal Name:
2. JV's Party legal name:
3. JV's Party Country of Registration:
4. JV's Party Year of Registration:
5. JV's Party Legal Address in Country of Registration
6. JV's Party Authorized Representative Name: Address Telephone/Fax numbers: Email Address:
7. Attached are copies of original documents of (please tick where applicable): ☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. ☐ In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

Bid Submission Form

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

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

Procurement Ref. No.: _____*[insert reference number of bidding process]*

Alternative No.: _____*[insert identification No if this is a Bid for an alternative]*

To: NAMIBIA CIVIL AVIATION AUTHROTIY (NCAA)

We, the undersigned, declare that:

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

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

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

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

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

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

(e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;

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

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

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

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

Name of Recipient	Address	Reason	Amount

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

(k) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.

(l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

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

Signed: [……..]
In the capacity of [……...]
Name: [……]

Duly authorized to sign the bid for and on behalf of: […….]

Dated on [……] day of [……] ,…….

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

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

Procurement Ref No.: .....

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

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

(a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;

(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;

(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or

(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.
I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:
.....
[insert signature of person whose name and capacity are shown]

Capacity of:……

[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:
.....
[insert complete name of person signing the Bid Securing Declaration]

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

Dated on _____ day of _____, _____

[insert date of signing]

Corporate Seal (where appropriate)
[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

Self-Declaration Form

Ref No.: ……..

Title: Leasing of Printers

I/We the undersigned declare that:

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

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

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

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

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

Declared at_____ this _____day of _____ 2026.

Signature (of duly authorised officer): _____.

Full Name and Designation: _____
_____

Written undertaking

Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Name:…… Trade

Registration Number :...……..

Vat Number: ……

Industry/Sector: ……...

Place of Business:……

Physical Address:……

Tell No.:……

Fax No.:……

Email Address:……

Postal Address:……

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

……..

Email Address:……

2. PROCUREMENT DETAILS

Procurement Reference No.:…….

Procurement Description: ……

……

……

Anticipated Contract Duration: …….

Location where work will be done, good/services will be delivered:

……

3. UNDERTAKING

I ……*[insert full name]*, owner/representative

of …….*[insert full name of company]*

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature: ……..

Date: ……..

Seal:…….

Please take note:

1. *A labour inspector may conduct unannounced inspections to assess the level of compliance*
2. *This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract*

Price Schedule Forms

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

LOT 1

Bidder's name and address:

…… Prices to be in Namibian dollars **Date:**_____

…..…….. **Procurement Ref. No:**_____

Line Item No.	Description of Goods and related services	Delivery	Quantity and physical unit	Unit price NAD	Total DDP price per line item (Col. 4′5)	Price per line item for inland transportation to convey the Goods to their final destination	VAT payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
1	Color Multifunction Printers		Nine (9)					
	Specifications • High-volume and multi-function printers accessible for all regulatory, statutory, restricted, and normal print jobs. • Color copier, range 15000 pages p/m and up							

	• Color copier, range 5000-10000 pages p/m • B/W copier, range 5000-10000 pages p/m • Automatic Document Feeder (dual side) • Color scanning • A3 tray • High-volume A4 tray • Fax card • Lightning protector • **Print Quality & Color:** Series models that generally provide superior, more vivid color saturation and finer shadow details, making them ideal for graphics and design work – This function is need for NCAA Licensing Unit Printing services. • **Telemetry**							

	interface to submit all device status and print counts to the contractual agent automatically • **Default b/w printing,** but color printing by cost code or pin number override • **"Print to box?'** and despoil all confidential documents after entering pin code • **Ability to whitelist certain applications** to print to machine even when machine in pin code lockdown (e.g., when							

	using an ERP system, maintenance system that generates work sheets automatically, etc.) • **Option** to add fingerprint sensor and/or card reader to device • **All-In Maintenance** service cost model to avoid repairs or replacements that influence the budge							
Total Price								

Prices are: fixed and firm

Name of Bidder		Date
……..	Signature of Bidder [……]	……..

Manufacturer's Authorization

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

Date: […..……]
Procurement No.: […….]
Alternative No.: […….]

To: Namibia Civil Aviation Authority (NCAA)

WHEREAS

We …..……., who are official manufacturers of …..……., having factories at …..……, do hereby authorize …..…… to submit a bid for the purpose of providing the following goods, manufactured by us

[…..……]
[…..……]

and to subsequently negotiate and sign the Contract.

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

Signed: […….]
Name: […..……]
Title: […..……]

Dated on …..…… day of …..……, ……...

PART 2 – Supply Requirement

Section V. Schedule of Requirements

Contents

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2. List of Related Services and Completion Schedule 55
3. Technical Specifications 57
4. Drawings 72
5. Inspections and Tests 73

Delivery (as per Incoterms) Date

No	Item Description		Qty Required	Unit Cost (Incl of VAT) (NAD)	Total Cost (NAD)	Final Destination (Project Site) as specified in BDS	Brand offered	Earliest delivery date	Latest delivery date	Bidder's offered Delivery date
1	Color Multifucntion Printers		Nine (9)			NCAA HQ		4 weeks	8 weeks	

3. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The Purchaser shall prepare the detailed TS take into account that:

- *the TS constitute the benchmarks against which the Purchaser will verify the technical responsiveness of bids and subsequently evaluate the bids. Therefore, well-defined TS will facilitate preparation of responsive bids by bidders, as well as examination, evaluation, and comparison of the bids by the Purchaser;*

  (b) the TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract;

  (c) the TS shall make use of best practices. Samples of specifications from successful similar procurements in Namibia or sector may provide a sound basis for drafting the TS;

  (d) the Purchaser encourages the use of metric units;

1. *standardizing technical specifications may be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods;*

1. *standards for equipment, materials, and workmanship specified in the Bidding Documents shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words "or substantially equivalent." When other particular standards or codes of practice are referred to in the TS, whether from Namibia or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable;*

2. *reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable, the words "or at least equivalent" shall always follow such references;*

3. *technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:*

   (a) standards of materials and workmanship required for the production and manufacturing of the Goods;

   (b) detailed tests required (type and number);.

(c) other additional work and/or related services required to achieve full delivery/completion;

(d) detailed activities to be performed by the Supplier, and participation of the Purchaser thereon;

(e) list of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met, and

a) the TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Purchaser shall include an additional ad-hoc bidding form (to be an Attachment to the Bid Submission Sheet) where the Bidder shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.

When the Purchaser requests that the Bidder provides in its bid a part of or all the Technical Specifications, technical schedules, or other technical information, the Purchaser shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the Bidder in its bid.

Summary of Technical Specifications.

The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	***Name of Goods or Related Service***	***Technical Specifications and Standards***
1	**Color MFP 9(nine)**	*See* Annexture A

Detailed Technical Specifications and Standards.

5. Inspections and Tests

The following inspections and tests shall be performed:

visual inspection of packaging and state of all delivered items,
power-up testing,
functional testing
and commissioning before
sign-off

PART 3 - Contract

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

3 Definitions

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

2.25.1 "Competent Authority" means with respect to the Republic of Namibia, any ministry, department, authority or other organization under the direct or indirect control of the Government of Namibia, court of competent jurisdiction, or other body exercising legislative, executive, regulatory, administrative or judicial functions or quasi-judicial functions.

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

2.25.3 "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

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

2.25.5 "Day" means calendar day.

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

2.25.7 "GCC" means the General Conditions of Contract.

2.25.8 "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to NCAA under the Contract

2.25.9 "NCAA" means the entity purchasing the Goods and Related Services, as **specified in the SCC.**

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

2.25.11 "SCC" means the Special Conditions of Contract.

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

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

2.25.14 "The Project Site," where applicable, means the place **named in the SCC.**

4 Contract Documents

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

5 Fraud and Corruption

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

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

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

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation[7];

(iii) "collusive practice" is an arrangement between two or more parties[8] designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly,

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

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

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

any party or the property of the party to influence improperly the actions of a party[9];

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Public Entity's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

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

6 Interpretation

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

3.1 Incoterms

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

3.19.1 The terms DDP and other similar terms, when used, shall be governed by the rules prescribed in the latest edition of Incoterms **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

3.1 Entire Agreement

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

3.1 Amendment

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

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

3.1 Non-waiver

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

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

3.1 Severability

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

7	**Language**	(i)	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and NCAA, shall be in English**.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.
		(ii)	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
8	**Joint Venture, Consortium or Association**	3.18	If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to NCAA for the fulfillment of the provisions of the Contract and shall designate one party to act with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior written consent of NCAA.
9	**Eligibility**	2.15	The Supplier and its Subcontractors shall be Namibian nationals only.

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

10 Notices

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

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

11 Governing Law

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

12 Settlement of Disputes

3.1 NCAA and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract in the manner **as specified in the SCC**.

3.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either NCAA or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

3.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

3.4 Notwithstanding any reference to arbitration herein,

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

3.18.3 NCAA shall pay the Supplier any money due the Supplier.

13 Inspections and Audit

(a) The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Public Entity and/or persons appointed by the Public Entity to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and

records audited by auditors appointed by the Public Entity if requested by the Public Entity. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 Fraud and Corruption, which provides, inter alia, that acts intended to materially impede the exercise of the Public Entity's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination.

14 Scope of Supply

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

15 Delivery and Documents

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

16 Supplier's Responsibilities

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

17 Contract Price

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

18 Terms of Payment

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

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

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

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

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

19	**Taxes and Duties**	17.1 For goods manufactured outside Namibia, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Namibia. 17.2 For goods Manufactured within Namibia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to NCAA. 19.14 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Namibia, 19.15 NCAA shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
20	**Performance Security**	18.1 If required as **specified in the SCC**, the Supplier shall, within thirty (30) days of the award, provide a performance security for the performance of the Contract in the amount **specified in the SCC.** 18.2 The proceeds of the Performance Security shall be payable to NCAA as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract and shall be in the sample format as specified in the Appendix to the Contract. 18.3 The Performance Security, if required, shall be denominated in Namibian dollars, and shall be in the form of a bank guarantee issued by a local commercial bank, or in the case of the bank guarantee being issued by a foreign bank, the bidder must provide a public entity with a counter-guarantee from a commercial bank from Namibia. 18.4 The Performance Security shall be discharged by NCAA and returned to the Supplier not later than thirty eight (38) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, **unless specified otherwise in the SCC.**
21	**Copyright**	19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to NCAA by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to NCAA directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party
22	**Confidential Information**	20.1 NCAA and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its

Subcontractor such documents, data, and other information it receives from NCAA to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.20.2 NCAA shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from NCAA for any purpose other than the performance of the Contract.

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

- NCAA or Supplier needs to share with institutions participating in the financing of the Contract;
- now or hereafter enters the public domain through no fault of that party;
- can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality; or
- required to be disclosed pursuant to a requirement by a Competent Authority or any applicable law, so long as the Party required to disclose the information gives the other party reasonable notice of such disclosure.

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

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

23 Subcontracting

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

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

24	**Specifications and Standards**	22.1 Technical Specifications and Drawings 2.29.2 The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin. 2.29.3 The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of NCAA, by giving a notice of such disclaimer to the NCAA . 2.29.4 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by NCAA and shall be treated in accordance with GCC Clause 33.
25	**Packing and Documents**	23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC,** and in any other instructions ordered by NCAA .
26	**Insurance**	24.1 Unless otherwise **specified in the SCC,** the Goods supplied under the Contract shall be fully insured in Namibian dollars against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified in the SCC.**
27	**Transportation**	25.1 Unless otherwise **specified in the SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
28	**Inspections and Tests**	26.1 The Supplier shall at its own expense and at no cost to NCAA carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the SCC.**

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

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

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

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

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

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

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

29	**Liquidated Damages**	27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, NCAA may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in those SCC.** Once the maximum is reached, NCAA may terminate the Contract pursuant to GCC Clause 35.
30	**Warranty**	28.1 The Supplier warrants that all the Goods are fit for purpose, new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Namibia. 28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. 28.4 NCAA shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. NCAA shall afford all reasonable opportunity for the Supplier to inspect such defects. 28.5 Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to NCAA. 28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC,** NCAA may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which NCAA may have against the Supplier under the Contract.
31	**Patent Indemnity**	29.1 The Supplier shall, subject to NCAA's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless NCAA and its employees and officers from and against any and all claims, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which NCAA may suffer as a result of any infringement

or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

3.13.3 the sale in any country of the products produced by the Goods.

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

29.2 If any proceedings are brought or any claim is made against NCAA arising out of the matters referred to in GCC Sub-Clause 29.1, the NCAA shall promptly and no later than the period **as specified in the SCC**, give the Supplier a notice thereof, and the Supplier may at its own expense and in NCAA's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

32 Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct,

(a) the Supplier shall not be liable to NCAA, whether in contract, delict, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of

production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to NCAA and

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

33 Change in Laws and Regulations

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

34 Force Majeure

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

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

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

35 Change Orders and Contract

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

Amendments

- drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for NCAA;
- the method of shipment or packing;
- the place of delivery; and
- the Related Services to be provided by the Supplier.

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

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

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

36 Extensions of Time

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

4.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

37 Termination

5.1 Termination for Default

- NCAA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

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

2.17.1.2 if the Supplier fails to perform any other obligation under the Contract; or

2.17.1.3 if the Supplier, in the judgment of NCAA has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

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

5.2 Termination for Insolvency.

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

5.3 Termination for Convenience.

2.19.1 NCAA, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for NCAA's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

3.12.1.1 to have any portion completed and delivered at the Contract terms and prices; and/or

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

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

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

Section VII. Special Conditions of Contract

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

GCC 1.1(h)	The Purchaser is: Namibia Civil Aviation Authority
GCC 1.1 (m)	The Project Site(s)/Final Destination(s) is/are: **NCAA Head Quarters, 4 Rudolph Hertzog Street**
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties hereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: The latest Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be the latest version.
GCC 8.1	For **notices**, the Purchaser's address shall be: Attention: **Procurement management Unit** Street: **4 Rudolph Hertzog Street** Floor/ Room number: **First Floor, West Wing, Procurement Office** City: **Windhoek** Telephone: **+264.83.2352212** eMail address: **PMU@ncaa.na**
GCC 10.1	The Parties shall, within seven (7) days of notice of such dispute or disagreement having given by one Party to the other Party, meet and use reasonable efforts to resolve such disagreement or dispute through good faith negotiations by the Chief Executive Officers or any other person so delegated by the Chief Executive Officer, in writing.
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: In the case of a dispute between NCAA and a Supplier who is a national of Namibia, the dispute shall be referred to the President of the Law Society of Namibia for the appointment of an arbitrator. The rules of the adjudication or arbitration shall be in accordance with the laws of Namibia. The seat of arbitration shall be in Windhoek, Namibia. The decision of the arbitrator shall be final and binding upon the Parties and, to the extent permitted by law, shall

	not be subject to appeal to any court or tribunal of any kind, provided however, that any Party may take any action in any court of competent jurisdiction to enforce the arbitrator's decision, including its award in respect of the costs of arbitration. Each Party shall bear its own costs and the costs of the arbitration shall be borne equally by the Parties, unless the arbitrator decides otherwise.
GCC 13.1	Details of Shipping and other Documents to be furnished by Suppliers are: ***(*a) For imported Goods supplied on the basis of delivery to warehouse- Delivery Duty Paid (DDP):** Upon or before delivery of the Goods, the Supplier shall notify NCAA in writing and deliver the following documents to NCAA : (i) one original and two copies of the Supplier's invoice, showing NCAA , the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal; (ii) two copies of the packing list identifying contents of each package; (iii) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied; (iv) one original of the Supplier's Certificate of Origin covering all items supplied; (v) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required) (vi) other procurement-specific documents required for delivery/payment purposes. ***(b) For goods from local manufacturers:*** (i) one original and two copies of the Supplier's invoice, showing NCAA, the Procurement Reference number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

	(ii) two copies of the packing list identifying contents of each package; (iii) original copy of the Certificate of Inspection furnished to manufacture by the nominated inspection agency and two copies (where inspection is required), and (iv) other procurement-specific documents required for delivery/payment purposes.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed *["shall not,"]* be adjustable.
GCC 16.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: b) **On Acceptance:** The Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice (showing NCAA 's name; Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by an Acceptance Certificate issued by NCAA .
GCC 16.4 (b)	Local Suppliers shall be paid in Namibia dollars only. The prices shall not *be* adjustable to fluctuation in the rate of exchange.
GCC 16.5	Interest shall be payable immediately after the due date for payment. Not applicable.
GCC 18.1	A Performance Security shall be required The amount of the Performance Security shall be **10%** of the Contract Price. The Performance Security shall be in the form as annexed hereto in the Appendix to the Contract.
GCC 18.3	The Performance Security shall be denominated Namibia Dollars
GCC 18.4	Discharge of the Performance Security shall take place: Upon delivery of the lot(s)
GCC 23.2	The packing, marking and documentation within and outside the packages shall be: **bid document reference**.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms.

GCC 25.1	Responsibility for transportation of the Goods shall be as specified ☐ In accordance with the Incoterms. ☒ Not in accordance with Incoterms. The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Namibia, defined as the Project Site. Transport to such place of destination in Namibia, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be: **Visual and documentary inspection on receiving of goods and sign-off after commissioning.**
GCC 26.2	The Inspections and tests shall be conducted at: ***NCAA Head Office***
GCC 27.1	The liquidated damages shall be: ……
GCC 27.1	The maximum amount of liquidated damages shall be:
GCC 28.3	The period of validity of the Warranty shall be: **180** days. For purposes of the Warranty, the place(s) of final destination(s) shall be: ***NCAA Head Office***
GCC 28.5	The period for repair or replacement shall be as per the: **SLA**

Section VIII. Contract Forms

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1. Contract Agreement

Note: The successful Bidder shall fill in this form in accordance with the instructions indicated.

THIS CONTRACT AGREEMENT is made

on this ……. day of ……., ……...

BETWEEN

(1) Namibia Civil Aviation Authority (NCAA), a …….. *[insert description of type of legal entity, for example, an agency of the Ministry of …. of the Government of { Namibia }, or company incorporated under the laws of {Namibia}]* and having its principal place of business at 4 Rudolph Hertzog Street, Windhoek (hereinafter called "the Purchaser"), and

(2) ……, a company incorporated under the laws of …… and having its principal place of business at …… (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., …… and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of …… (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

   2 This Contract Agreement

   3 Special Conditions of Contract

   4 General Conditions of Contract

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

   6 The Supplier's Bid and original Price Schedules

   7 The Purchaser's Notification of Award

   8 …… ……*[Add here any other document(s)]*

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

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

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

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

For and on behalf of the Purchaser

Signed: [……]
in the capacity of [……]
in the presence of [……]

For and on behalf of the Supplier

Signed: [……]
in the capacity of [……]
in the presence of [……]

Annexure A

The NCAA Requires high functioning MFP printers to be leased (lease agreement), The successful implementation and rollout of cost-savings while maintaining strategic fit printing facilities which includes Private print, scan to mail, fax interfaces, departmental printer count for user department cost allocation.

The successful bidder shall supply, deliver and lease of Nine (9) Colour Multifunction Printers to NCAA for a the period of 36 months as per the tender specifications and price. The invitation is open to all Namibian bidders.

1. Technical Requirements

Description	Quantity
Leasing of nine (9) Colour Multifunction Printers	9

MINIMUM FUNCTIONAL AND/OR TECHNICAL SPECIFICATIONS INCLUDE:

- High-volume and multi-function printers accessible for all regulatory, statutory,restricted, and normal print jobs.
- Color copier, range 15000 pages p/m and up
- Color copier, range 5000-10000 pages p/m
- B/W copier, range 5000-10000 pages p/m
- Automatic Document Feeder (dual side)
- Color scanning
- A3 tray
- High-volume A4 tray
- Fax card
- Lightning protector
- **Print Quality & Color:** Series models that generally provide superior, more vivid color saturation and finer shadow details, making them ideal for graphics and design work – This function is need for NCAA Licensing Unit Printing services.
- **Telemetry interface** to submit all device status and print counts to the contractual agent automatically
- **Default b/w printing,** but color printing by cost code or pin number override
- **"Print to box?'** and despoil all confidential documents after entering pin code
- **Ability to whitelist certain applications** to print to machine even when machine in pin code lockdown (e.g., when using an ERP system, maintenance system that generates work sheets automatically, etc.)
- **Option** to add fingerprint sensor and/or card reader to device
- **All-In Maintenance** service cost model to avoid repairs or replacements that influence the budget.

- **Reliability & Maintenance:** extreme robustness, minimal downtime, and long-lasting ceramic drum technology that reduces replacement frequency.

ADDITIONAL FEATURES

- Wireless Connectivity
- Link with Mail Servers - Scanned data can be conveniently sent via your regular Gmail or Microsoft Exchange/Online account or any associate email
- OCR Function - OCR capability on this MFP lets a staff member to convert a scanned document into a searchable PDF file or editable file format
- Office Direct Printing - Even without a PC, a staff should able to print common Microsoft Office files directly from a mobile device, cloud service, USB drive, or file server
- Fast Wake Up - Placing a document in the RSPF or touching the LCD control panel should wakes the MFP up from Sleep mode in just one second
- Easy UI Mode - In Easy UI mode, the touchscreen displays simple icons for frequently used functions like duplexing and paper size selection
- Data Encryption and Erasure - Job data should be encrypted before being saved to the MFP's internal storage. Once the data is output or sent, it is automatically erased, bidder should able to demonstrate this before installation of the machines.
- Whitelisting - Whitelisting protects the MFP from fraudulent programs trying to access the file system and obtain information, therefore the printing machines should have whitelisting capability.

2. Deliverables

The bidder shall deliver nine (9) Colour Multifunction Printers.

3. Warranty, Maintenance And Support

Ensure the contract guarantees warranty, maintenance and timely support.

4. Qualification and Experience Requirements

Bidders must demonstrate:

- Proven experience in leasing/rental of Printers/Copiers solutions;
- At least two (2) comparable assignments completed in the last five (5) years;
- Qualified and certified technical personnel

5. Evaluation Criteria (Indicative)

Evaluation will be conducted in accordance with the PPU SBD and will consider:

- Technical compliance;
- Relevant experience;

- Manufacturer authorisation;
- Financial offer.

DELIVERY SCHEDULE

- 4 (Four) weeks

C. Performance Monitoring

1. Objective:

The Representatives of the Employer and the Service Provider shall meet at top management level at least once every three months or as often as necessary to review the performance of the services provided with a view to ensuring quality standard in the services. The two parties shall have shared responsibilities in optimizing the resources and facilities that have been deployed for the service.

2. Management Meetings

The representatives of the Employer shall, after consultation with the Service Provider, set up a Management Committee comprising Employer's representatives who are involved in one way or the other in the administration of the cleaning services at the organizational or regional levels, and the supervisory staff of the Service Provider who are responsible for the sites that have been entrusted to the Service Provider. There shall be separate committee arrangements where the contract of the Public Entity has been awarded to two or more Service Providers.

Management meetings are meant to review on the services provided to the organization as a whole and they are not meant to substitute the regular consultations and meetings that are usually held at regional or section level for day-to-day matters.

The scope of the Committee(s) shall be for:

(a) reviewing major shortcomings that have occurred on the sites in the past months and measures taken thereon;
(b) taking cognizance of complaints made by the Employer's representatives and action taken by the Service Provider;
(c) attending to weaknesses in respect of facilities deployed by the Service Provider on the sites and need for improvement;
(d) assessing the arrangements made by the Service Provider in terms of human resource and logistics; and
(e) attending to other matters related to contractual obligations of the Service Provider(s).

Appropriate records of the Management Meetings shall be kept by the Employer.

3. Post Contract Evaluation Report

After the completion of the contract period, the Employer shall prepare a performance report that shall reflect the service level based on recorded facts. A copy of the report shall be forwarded to the Service Provider for its information and allowing the latter at the same time the possibility to express its disagreement with the report, if any. A copy of the report and response of the Service Provider shall be kept in the procurement file for all intent and purposes.

6. Technical Requirements

Description	Quantity
Leasing of nine (9) Colour Multifunction Printers	9

MINIMUM FUNCTIONAL AND/OR TECHNICAL SPECIFICATIONS INCLUDE:

- High-volume and multi-function printers accessible for all regulatory, statutory,restricted, and normal print jobs.
- Color copier, range 15000 pages p/m and up
- Color copier, range 5000-10000 pages p/m
- B/W copier, range 5000-10000 pages p/m
- Automatic Document Feeder (dual side)
- Color scanning
- A3 tray
- High-volume A4 tray
- Fax card
- Lightning protector
- **Print Quality & Color:** Series models that generally provide superior, more vivid color saturation and finer shadow details, making them ideal for graphics and design work – This function is need for NCAA Licensing Unit Printing services.
- **Telemetry interface** to submit all device status and print counts to the contractual agent automatically
- **Default b/w printing,** but color printing by cost code or pin number override
- **"Print to box?'** and despoil all confidential documents after entering pin code
- **Ability to whitelist certain applications** to print to machine even when machine in pin code lockdown (e.g., when using an ERP system, maintenance system that generates work sheets automatically, etc.)
- **Option** to add fingerprint sensor and/or card reader to device
- **All-In Maintenance** service cost model to avoid repairs or replacements that influence the budget.
- **Reliability & Maintenance:** extreme robustness, minimal downtime, and long-lasting ceramic drum technology that reduces replacement frequency.

ADDITIONAL FEATURES

- Wireless Connectivity

- Link with Mail Servers - Scanned data can be conveniently sent via your regular Gmail or Microsoft Exchange/Online account or any associate email
- OCR Function - OCR capability on this MFP lets a staff member to convert a scanned document into a searchable PDF file or editable file format
- Office Direct Printing - Even without a PC, a staff should able to print common Microsoft Office files directly from a mobile device, cloud service, USB drive, or file server
- Fast Wake Up - Placing a document in the RSPF or touching the LCD control panel should wakes the MFP up from Sleep mode in just one second
- Easy UI Mode - In Easy UI mode, the touchscreen displays simple icons for frequently used functions like duplexing and paper size selection
- Data Encryption and Erasure - Job data should be encrypted before being saved to the MFP's internal storage. Once the data is output or sent, it is automatically erased, bidder should able to demonstrate this before installation of the machines.
- Whitelisting - Whitelisting protects the MFP from fraudulent programs trying to access the file system and obtain information, therefore the printing machines should have whitelisting capability.

7. Deliverables

The bidder shall deliver nine (9) Colour Multifunction Printers.

8. Warranty, Maintenance And Support

Ensure the contract guarantees warranty, maintenance and timely support.

9. Qualification and Experience Requirements

Bidders must demonstrate:

- Proven experience in leasing/rental of Printers/Copiers solutions;
- At least two (2) comparable assignments completed in the last five (5) years;
- Qualified and certified technical personnel

10. Evaluation Criteria (Indicative)

Evaluation will be conducted in accordance with the PPU SBD and will consider:

- Technical compliance;
- Relevant experience;
- Manufacturer authorisation;
- Financial offer.

PERFORMANCE SECURITY (BANK GUARANTEE) N/A

Note: The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.

Date: ……
Procurement Reference No. and title*:* ……..

Bank's Branch or Office: ……
Beneficiary: *Namibia Civil Aviation Authority (NCAA)*

PERFORMANCE GUARANTEE No.: …….

We have been informed that ……. (hereinafter called "the Supplier") has entered into Contract No. ……..….. dated ……..……. with you, for the supply of ……..… ……..… (hereinafter called "the Contract").
Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.
At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding ……..……..… *[insert amount(s[10]) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This Guarantee shall expire no later than the ……..…day of ……..…[11] and any demand for payment under it must be received by us at this office on or before that date.

NCAA may agree to a one-time extension of this Guarantee for a period not to exceed …….. **months**, in response to the Purchaser's written request for such extension, provided that such request to be presented to NCAA in writing before the expiry of the Guarantee

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

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

[11] *Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 16.2 of the GCC intended to be secured by a partial Performance Guarantee.*

Invitation for Bids (IFB)
(for national bidding, to be customized as appropriate)

Republic of Namibia

Retal of Printers/ Copiers

1. Bids are invited through Open National Bidding (ONB) procedures for **Supply and delivery of office stationery** and the invitation is open to all Namibian bidders.

2. Interested eligible bidders may obtain further information from the Namibia Civil Aviation Authority (NCAA), Procurement Management Unit at PMU@ncaa.na and inspect the Bidding Documents at the address given below from 09h00 – 12h00.

3. Qualification's requirements include: **3 years' experience**. A margin of preference for certain goods manufactured domestically shall be applied. Additional details are provided in the Bidding Documents.

4. A complete set of Bidding Documents in English may be obtained on the NCAA website.

5. Bids must be delivered printed to the address below at or before **11h00** on **27 November 2026** Electronic bidding **will not** be permitted. **Late bids will be rejected**. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at the address below at **11h15.**

6. The address(es) referred to above is(are):

Namibia Civil Aviation Authority (NCAA)
Ground Floor | 4 Hertzog Street | Windhoek | Namibia
Procurement Management Unit
PMU@ncaa.na