NPWR/2015/68

TENDER FOR PROCUREMENT OF LED
CHAMPIONS REQUIRED FOR THE NAMPOWER
1mLED CAMPAIGN

Volume A1

Instructions to Tender

COPYRIGHT © NAMPOWER (PTY) Ltd

ALL RIGHTS RESERVED, NO PART OF THIS WORK MAY BE MODIFIED OR REPRODUCED OR COPIED
IN ANY FORM OR BY ANY MEANS - GRAPHIC, ELECTRONIC OR MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING, TAPEING OR INFORMATION AND RETRIEVAL SYSTEM, OR USED FOR
ANY PURPOSE OTHER THAN ITS DESIGNATED PURPOSE, WITHOUT THE WRITTEN PERMISSION OF
NAMPOWER (PTY) LIMITED.
Contents

1. INTRODUCTION .................................................................................................................. 2
  1.1 INTRODUCTION ........................................................................................................... 2
  1.2 OVERVIEW OF THE 1mLED CAMPAIGN ................................................................. 2
  1.3 IMPLEMENTATION OF THE 1mLED CAMPAIGN ...................................................... 3
  1.4 OBJECTIVE OF THIS DOCUMENT ............................................................................... 4
  1.5 DEFINITIONS AND INTERPRETATION ...................................................................... 4
  1.6 TENDER PROCESS ......................................................................................................... 7
  1.7 ELIGIBILITY OF TENDERER AND ETHICAL PRACTICE ........................................... 9
  1.8 CONTRACT LIABILITY .................................................................................................. 10
  1.9 COST OF TENDERING ................................................................................................ 11
  1.10 TIMELINE FOR TENDER PROCESS ........................................................................ 11
  1.11 COMMUNICATION DURING THE TENDERING PROCESS ....................................... 12
  1.12 STRUCTURE OF THIS DOCUMENT ........................................................................... 12

2. THE TENDER DOCUMENTS ............................................................................................ 14
  2.1 CONTENTS OF THE TENDER DOCUMENTS .............................................................. 14
  2.2 CLARIFICATION OF TENDER DOCUMENTS ............................................................ 15
  2.3 AMENDMENT TO TENDER DOCUMENTS ................................................................. 16

3. PREPARATION OF TENDERS ......................................................................................... 18
  3.1 LANGUAGE OF TENDER .............................................................................................. 18
  3.2 FINALISATION OF TENDER SUBMISSION ............................................................... 18
  3.3 CONTENTS OF THE TENDER SUBMISSION ............................................................. 18
  3.4 DELIVERY AND SCHEDULE .................................................................................... 20
  3.5 METHODOLOGY AND WORK PLAN ....................................................................... 20
  3.6 CORPORATE AND ADMINISTRATIVE INFORMATION ........................................... 21
  3.7 JOINT VENTURE AND CONSORTIUM REQUIREMENTS ....................................... 22
  3.8 NEEEP INFORMATION ............................................................................................... 23
  3.9 TENDER PRICES AND CURRENCIES .................................................................... 24
  3.10 DEVIATIONS AND MODIFICATIONS ..................................................................... 24
  3.11 SUBMISSION OF COMPLETED TENDER .................................................................. 26
  3.12 TENDER VALIDITY PERIOD .................................................................................... 27
  3.13 TENDER BOND ......................................................................................................... 27

4. TENDER OPENING AND EVALUATION ...................................................................... 30
  4.1 TENDER OPENING ...................................................................................................... 30
  4.2 CONFIDENTIALITY OF EVALUATION AND EFFORTS TO INFLUENCE ................. 30
  4.3 CLARIFICATION OF TENDER SUBMISSIONS ............................................................ 30
SECTION 1

INTRODUCTION
INTRODUCTION

1.1 Introduction

The supply and demand scenario in Namibia shows a trend of significant power supply shortage in the foreseeable future, due to the increase in the demand and limited generating capacity. The situation has thus prompted NamPower to implement various solutions under its Short-Term Critical Supply (STCS) Project to address the shortage of electricity. One of these projects is the NamPower Demand Side Management (DSM) Project, which aims to reduce demand on the NamPower network during peak times and cost effectively address the electricity supply constraints. NamPower’s DSM Project includes four separate DSM Campaigns:

(a) The one million light emitting diode lamps campaign (1mLED Campaign);

(b) The twenty thousand solar water heater campaign (20kSWH Campaign);

(c) The Virtual Power Station and Demand Reduction campaign (VPS & DR Campaign); and

(d) The Public Awareness and Information campaign (PAI Campaign) that supports the implementation of the first three campaigns.

The information in this document pertains to the 1mLED Campaign.

1.2 Overview of the 1mLED Campaign

The objective of the 1mLED Campaign is to replace one million incandescent lamps in the residential sector with light emitting diode (LED) lamps. The LED bulbs will be distributed and installed free of charge to beneficiaries. The 1mLED Campaign focuses on the replacement of those incandescent lamps used in the domestic sector which are likely to be switched on during peak demand times by LED bulbs.

The 1mLED Campaign will be implemented in a single roll out approach. During the campaign, a total of one (1) million LED bulbs will be installed.

Implementation of the 1mLED Campaign is executed through the following two tenders:

(a) A Tender for “Supply of LED bulbs required for the NamPower 1mLED Campaign” which involves the procurement of the LED bulbs and
This tender "Procurement of LED champions required for the NamPower 1mLED Campaign" which involves the procurement of services required to install the LED bulbs.

1.3 Implementation of the 1mLED Campaign

The methodology behind the implementation of the 1mLED Campaign is to use LED Champions who will recruit local installation teams to install the LED bulbs on a house-to-house basis. The LED bulbs will be procured by NamPower and free issued to the LED Champions for installation in the Beneficiaries’ houses. The roll-out of the 1mLED Campaign is planned to be completed within 12 months.

The country will be divided into three Clusters namely the Northern, Southern and Western Clusters. The details of each Cluster are provided in Volume B1. It is the intention of NamPower to procure one LED Champion for each of the three Clusters identified. Each Cluster will consist of a number of regions and the Tenderers may tender for one, two or all of these Clusters; provided that the Tenderer can prove that it has the resources available to complete the Scope of Services included in this Tender. Tenders will only be considered from Tenderers that can undertake and have suitable experience in offering such services as per NamPower’s requirements.

As part of the Tender Submission, the LED Champion will be required to provide a Technical Proposal for the roll-out of the 1mLED Campaign for each of the Clusters that it intends to tender for.

The 1mLED Campaign will be externally monitored and verified to ensure that the demand and energy savings as a result of the campaign are accurately accounted for and reported. The detailed Scope of Services for the LED Champion is captured in the Terms of Reference in Volume B1 of these Tender Documents.

In the event that NamPower decides to terminate the 1mLED Campaign at any stage, or to change the quantity of LED bulbs to be installed as part of the 1mLED Campaign; NamPower, its officers and/or employees shall not be liable for any loss to the successful Tenderer(s) due to termination or reduction in installations for the 1mLED Campaign.

NamPower hereby confirms that any company can tender for both the installation of LED bulbs (NPWR/2015/68, Procurement of LED Champions required for the NamPower 1mLED campaign) as well as the supply of LED bulbs (NPWR/2015/02, Supply of LED bulbs required for the NamPower 1mLED campaign). Furthermore, any company may submit a Tender,
provided that all aspects of the Tender Submission comply with the Tender Documents (i.e. all volumes) and that the Tenderer takes note of the NEEEP requirements and scoring criteria.

1.4 Objective of this document

Namibia Power Corporation (Pty) Ltd., the electricity utility of the Republic of Namibia (hereafter referred to as ‘NamPower’), invites Tenderers to tender for the services of LED Champions according to the requirements stipulated in these Tender Documents.

1.5 Definitions and Interpretation

Capitalised words and expressions used in these Instructions to Tenderers shall have the following meanings:

"1mLED Campaign" means the NamPower DSM Campaign aimed at replacing one million critical domestic incandescent bulbs which are likely to be switched on during peak times with light emitting diodes (LED) bulbs;

"Beneficiary" means the individual who benefits from having LED bulbs installed in his /her house;

"Clarification Request Deadline" means 12h00 on the date falling fourteen (14) days prior to the Tender Closing Date;

"Cluster" means a group of regions in Namibia. For the purpose of the 1mLED Campaign, there shall be three Clusters which are referred to as the Northern Cluster, the Western Cluster and the Southern Cluster where each of these Clusters are further defined in the Terms of Reference;

"Contract" means the Contract Agreement and any further documents (if any) which are listed in the Contract Agreement;

"Contract Agreement" means the contract agreement signed by the LED Champion and NamPower on award of the Contract and which is in the appropriate form set forth in Volume C Returnable Form C10;

"Contract Price" means the agreed, contractual amount for the Scope of Services as stipulated in the Terms of Reference in Volume B1 for the national roll-out of the 1mLED campaign. The Contract Price includes all disbursements, warranties, security, insurance, storage, transportation, labour, custom duties, taxes but excludes Value Added Tax (VAT) for
the Services as agreed between NamPower and the LED Champion at the signing of the Contract Agreement;

“DSM Campaign” means a specific DSM initiative (i.e. 1mLED Campaign) aimed at reducing demand and electrical energy;

“DSM Project” means the collection of all DSM Campaigns implemented together;

"Instructions to Tenderers" means this section of the Tender Documents;

“Financial Proposal” means the response submitted by the Tenderer to these Tender Documents for stage two of the Tender Process and includes all documents listed in section 3.3;

“LED” means light emitting diode;

"LED Champion" means the entity appointed by NamPower who will be responsible for the Scope of Services as stipulated in the Terms of Reference in Volume B1;

"NamPower" means Namibia Power Corporation (Pty) Ltd;

"NamPower Tender and Procurement Policy" means the NamPower Tender and Procurement Policy dated 1 December 2011, which is available on NamPower’s website (www.nampower.com.na);

“NEEEP” means the NamPower Equitable Economic Empowerment Policy which was accepted and agreed by the NamPower Board of Directors;

“Price Schedules” means the schedules completed by the Tenderer for the door to door replacement of incandescent with LED bulbs required for the 1mLED Campaign;

"Returnable Forms" mean all forms set out in the Returnable Forms on Tender Submission in Volume C;

“Scope of Services” or “Services” means all work to be performed by the LED Champion(s) including management and procurement of the local installation teams, management of the installation process, data gathering and archiving of data, warehousing and stock control as well as the disposal of the replaced incandescent light bulbs. The Scope of Services for the 1mLED Campaign are defined in the Terms of Reference in Volume B1;
“Technical Proposal” means the response submitted by the Tenderer to these Tender Documents for stage one of the Tender Process and includes the documents listed in section 3.3;

“Tenderer(s)” means the respondent(s) who register on the NamPower Website and then submit a response to these Tender Documents;

“Tender Bond” means a bank guarantee which is in the appropriate form set forth in schedule Tender Bond Volume D Returnable Form D6 and complies with the requirements of section 3.13 of the Instruction to Tenderers;

"Tender Closing Date" means the deadline for submission of the Tender Submission set forth in section 1.10 of the Instruction to Tenderers;

"Tender Documents" means these tender documents comprising the parts set out in section 2.1 of the Instruction to Tenderers;

"Tender Opening Ceremony" means the opening ceremony of each Tender, as described in section 4.1 of the Instruction to Tenderers;

“Tender Process” means the clarification, amendment, submission, evaluation, negotiation and award process (see section 1.6) which is followed until the successful Tenderer is appointed as the Supplier(s) of LED bulbs for the 1mLED Campaign;

“Tender Submission” means the response submitted by the Tenderer to these Tender Documents and which comprises a Technical Proposal and Financial Proposal; and

"Tender Validity Period" means the period as set forth in section 3.12 of the Instruction to Tenderers and

"Terms of Reference" or "Specification" means the requirements provided in Volume B1 which detail the Scope of Services for the LED Champions.

Where:

(a) any reference to a day(s) means a calendar day(s);

(b) words importing any one gender shall include the other gender;

(c) the singular shall include the plural and vice versa;
(d) a reference to natural persons shall include created entities (corporate or unincorporated) and vice versa;

(e) the headings have been inserted for convenience only and shall not be used for nor assist or affect its interpretation;

(f) if anything in a definition is a substantive provision conferring rights or imposing obligations on anyone, effect shall be given to it as if it were a substantive provision in the body of this Agreement;

(g) references to materials, information, data and other records shall be to materials, information, data and other records whether stored in electronic, written or other form;

(h) capitalised terms used in these Instructions to Tenderers which are not defined above shall have the meanings given to them in the Contract. References to a section are to a section of these Instructions to Tenderers, unless stated otherwise; and

(i) any reference to a statute (whether or not specifically named herein) shall include any amendment, re-enactment or replacement thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye-laws, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.

1.6 Tender Process

The procurement of the LED Champions as described in these Tender Documents will be procured in accordance with the laws of Namibia, the NamPower Tender and Procurement Policy and the NamPower Equitable Economic Empowerment Policy.

The Tender Process will involve a multi stage tender process, with the Technical Proposal being submitted first. During the first stage of the evaluation process, the Technical Proposal will be tested for responsiveness and the adequacy of the information submitted for evaluation will be reviewed. The second stage of evaluation will comprise the detailed review of the documentation included in the Technical Proposal.

Only Tenderers who’s Technical Proposal passes the minimum pass criteria and are short listed will be invited to submit their Financial Proposals. NOTE: Any pricing
information relating to this Tender which is included in the Technical Proposal will lead to disqualification of the Tenderer.

In the third stage of evaluation the responsiveness and the adequacy of the information submitted in the Financial Proposal will be evaluated and reviewed. The final stage will involve the scoring of the Financial Proposal based on the pricing information and NEEEP information. Overall scoring of the Tender Submissions will be based on the combined score allocated to the NEEEP information and the financial score.

NamPower may, at its sole discretion, enter into negotiations with any of the Tenderers. Following any such negotiations the Contract may be awarded.

The procurement of LED champions required for the NamPower 1mLED Campaign will be based on the FIDIC Client/Consultant Model Services Agreement, 2006 edition.

The envisaged Tender process for the procurement of the LED Champions is shown in Figure 1.

---

**Procurement and Implementation Process**

<table>
<thead>
<tr>
<th>Tendering</th>
<th>Evaluation</th>
<th>Negotiations</th>
<th>Execution</th>
</tr>
</thead>
<tbody>
<tr>
<td>NamPower publishes the Tender for the procurement of LED Champions Services</td>
<td>NamPower evaluates the responsive Technical Proposals</td>
<td>NamPower negotiates with shortlisted Tenderers</td>
<td>Execution of the campaign</td>
</tr>
<tr>
<td>Tenderers submit their Technical Proposals</td>
<td>NamPower clarifies responsive Technical Proposals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>NamPower opens the Technical Proposals</td>
<td>NamPower scores the responsive Technical Proposals</td>
<td>Contract Award</td>
<td></td>
</tr>
<tr>
<td>NamPower reviews the Technical Proposals for responsiveness</td>
<td>NamPower invites Tenderers who’s Technical Proposal meets the minimum technical score to submit their Financial Proposal</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NamPower evaluates the Financial Proposals for the Invited Tenderers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NamPower shortlists Financial Proposals</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Figure 1: Overview of the Tender Process
1.7 **Eligibility of Tenderer and Ethical Practise**

The Tenderer must not have been barred for any reason from tendering either in Namibia, or in the country of origin or elsewhere.

Unless approved in advance by NamPower in writing, Tenderers shall not be associated, or have been associated in the past, directly or indirectly, with any firm or any affiliates of any firm that has been engaged by NamPower to provide consulting services for the preparation of the LED Specification, and other documents to be used for the procurement of the LED Champions.

Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

Tenderers (if a joint venture, any of its members) who may be affected by a conflict of interest shall attach to its Tender Submission a notification to NamPower with the details of the conflict of interest. This includes any relationship between the Tenderer and a NamPower employee/contracted staff member, it being business relations, directorships, family relations, etc.

Should at any time after the Tender Submission, the Tenderer become aware of a conflict of interest that was not in existence or known to the Tenderer prior to the Tender Submission, the Tenderer shall notify NamPower without delay with the details of the conflict of interest.

Any Tenderers found to be benefiting from privileged and/or inside information that makes it possible to have an unfair advantage over other Tenderers will be disqualified from the Tender Process.

NamPower requires that Tenderers and suppliers/contractors to observe the highest standard of ethics during the procurement and execution of the Contract respectively.

In pursuance of this policy, NamPower:

(a) will reject a submission for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

For the purposes of this provision:
(a) "Corrupt Practice" means the offering, giving or promising of any improper advantage to influence the action of a Public Official, or the threatening of injury to his person, employment, property, rights or reputation, in connection with any Tender Process or in the execution of any contract in order that any person may obtain or retain business improperly or obtain any other improper advantage in the conduct of business.

(b) "Fraudulent Practice" means a dishonest statement or act of concealment which is intended to, or tends to, influence improperly the Tender Process or the execution of a contract to the detriment of NamPower, or is designed to establish tender prices at non-competitive levels and to deprive the NamPower of the benefits of fair and open competition, and includes collusive practices (whether before or after tender submission) among tenderers or between a tenderer and a consultant or a representative of the NamPower.

(c) "Public Official" means any person holding a legislative, administrative, managerial, political or judicial post in any country, or exercising any public function in any country; or a director or employee of a public authority or of a legal person controlled by a public authority of any country; or a director or official of a public international organisation.

(d) "Prohibited Practice" means an act that is a Corrupt Practice or a Fraudulent Practice.

The Tenderer must submit a covenant of integrity, on its company letterhead and according to the form of covenant of integrity set forth in Volume C Returnable Form C5.

Tenderers shall be aware of the provisions on corrupt and fraudulent practise as stated in the Tender Documents.

Information relating to evaluation of Tender Submissions shall not be disclosed to the Tenderers who submitted Tender Submissions or to any other persons not officially concerned with the Tender Process.

1.8 Contract Liability

If the Tenderer has identified an intention to form a joint and several contractual relationship with a third party for the purpose of its Tender, then the Tender must be submitted as a joint tender. The Tender Documents and Returnable Forms must be signed by all parties to the consortium or joint venture or by a signatory with valid powers of attorney to sign on behalf of such parties. All parties to a consortium or joint tender shall be jointly and severally liable for
the Tender. Failure to comply with this requirement may, at NamPower’s sole discretion, result in the rejection of the Tender.

1.9 Cost of Tendering

The Tenderer shall bear all costs associated with the preparation of its Tender Submission, attending clarification or negotiation meetings, and the drafting and execution of the Contract (if successful). NamPower will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender and/or negotiation process.

1.10 Timeline for Tender process

The timeline for the Tender process is provided in Table 1

Table 1: Tender timeline

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender published in the market</td>
<td>10 November 2015</td>
</tr>
<tr>
<td>Non-compulsory Tender clarification meeting</td>
<td>19 November 2015</td>
</tr>
<tr>
<td>Deadline for Clarification Requests</td>
<td>Closing Date for submission of Technical Proposal minus 7 Days</td>
</tr>
<tr>
<td>Closing Date for submission of Technical Proposals</td>
<td>Friday, 04 December 2015 12h00 Namibian Time</td>
</tr>
<tr>
<td>Clarification meetings on submissions at NamPower head office, Windhoek (if required)</td>
<td>Three (3) days after notification of such meeting</td>
</tr>
<tr>
<td>Closing Date for submission of Financial Proposals</td>
<td>Two (2) weeks after invitation from Tender Administrator</td>
</tr>
</tbody>
</table>
1.11 Communication during the Tendering Process

Any Tenderer who wishes to contact NamPower on any matter relating to this Tender at any stage of the Tender process, should do so in writing through the Tender Administrator. All communication to NamPower will be by email and addressed to:

   The Tender Administrator
   Email address: tenders@nampower.com.na

NamPower will not be bound by any statement, written or verbal made by any person other than the Tender Administrator stated in this section. The Tender Administrator is the only person authorised to make representations or explanations regarding this document.

1.12 Structure of this Document

The remainder of this document is structured as follows:

Section 2: The Tender Documents
Section 3: Preparation of Tenders
Section 4: Tender Opening and Evaluation
Section 5: Legislation
Section 6: Industrial Relations and Employment
SECTION 2

THE TENDER DOCUMENTS
2. THE TENDER DOCUMENTS

2.1 Contents of the Tender Documents

The Scope of Services, tendering procedures and contract terms are prescribed in the Tender Documents. The Tender Documents include the following documents:

1 Volume A:
   • Volume A1 - Instructions to Tender
   • Volume A2 – Particular Conditions

2 Volume B:
   • Volume B1 – Terms of Reference for LED Champions

3 Volume C:
   • Returnable Form C0 - Cover Page
   • Returnable Form C1-General and Specific Company Information
   • Returnable Form C2 - Form of Letter of Tender
   • Returnable Form C3 - Minimum Responsiveness criteria for Technical Proposal
   • Returnable Form C4 - Form of Special Power of Attorney
   • Returnable Form C5 - Form of Covenant of Integrity
   • Returnable Form C6 - Letter of Good Standing from the Receiver of Revenue
   • Returnable Form C7 - Letter of Good Standing from Social Security Commission
   • Returnable Form C8 - Letter of Good Standing from the Employment Equity Commission
   • Returnable Form C9 - Reference Projects
   • Returnable Form C10 - Form of Contract Agreement
   • Returnable Form C11 - List of Consultant's Personnel Qualifications and Experience
   • Returnable Form C12 - Methodology and Work Plan
   • Returnable Form C13 - Technical and Legal Deviations
   • Returnable Form C14 - Check list for Corporate and Administrative Information

4 Volume D:
   • Returnable Form D1 - Price Schedules
   • Returnable Form D2 - NEEEP information
• Returnable Form D3 - Check list for NEEEP Information
• Returnable Form D4 - Priced Deviations
• Returnable Form D5 - Minimum Responsiveness Criteria for Financial Proposal.
• Returnable Form D6 - Form of Tender Bond

The Tenderer is expected to examine all instructions, forms, terms, specifications and other information in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in every respect will be at the Tenderer’s risk and may, at NamPower’s sole discretion, result in rejection of the Tender.

In the event that there is no information to provide on the Returnable Form (i.e. no deviations or reference projects), the Tenderer is still expected to submit the Returnable Forms indicating on the form why it is not completed (i.e. “no deviations” or “no reference projects”)

2.2 Clarification of Tender Documents

A non-compulsory Tender clarification meeting will be held at the date and time indicated in section 1.10. The purpose of the Tender clarification meeting is for NamPower to discuss and clarify how the Tender Documents and forms must be interpreted and completed. It will be preferable that all attendees have downloaded the Tender Documents and have familiarized themselves with the requirements set forth in the Tender Documents prior to the meeting. NamPower will also address any queries or issues that a potential Tenderer might have on the Tender documents. No prior registration is required for the Tender clarification meeting.

The venue of the meeting shall be at the Hotel Safari Conference Centre.

The Tenderer may request clarifications on the Tender Documents from NamPower. All clarifications shall be sent by email to the address provided in section 1.11.

NamPower will respond to all clarification requests received from the registered Tenderers prior to the Clarification Request Deadline. All clarification requests and responses will be posted on NamPower’s website and emailed to the Tenderers who are registered at the date of clarification being issued. It remains the responsibility of the Tenderers to frequently check for and download from the NamPower website new clarifications issued. Tenderers that register after the issuance of clarifications need to download the clarifications issued when downloading the Tender Documents. Clarifications to the Tender Documents made pursuant to this section 2.2 shall be binding on the Tenderers and it will be assumed that the information contained therein shall have been taken into account by the Tenderer in its Tender.
2.3 Amendment to Tender Documents

At any time up to seven (7) days prior to the deadline for submission of Tender Submissions, NamPower may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Tenderer, amend the Tender Documents.

Any amendments will be posted on NamPower’s website and emailed to the registered Tenderers who are registered at the date of amendment being issued. It remains the responsibility of the Tenderers to frequently check for and download any amendments which have been issued to the Tender Documents from the NamPower website. Tenderers that register after the issuance of amendments needs to download the amendments issued when downloading the Tender Documents.

Amendments to the Tender Documents made pursuant to this section 2.3 shall be binding on the Tenderers and it will be assumed that the information contained therein shall have been taken into account by the Tenderer in its Tender.
SECTION 3

PREPARATION OF THE TENDER SUBMISSION
3. PREPARATION OF TENDERS

3.1 Language of Tender

The Tender and all correspondence and document relating to the Tender exchanged between the Tenderer and NamPower shall be written in the English language.

3.2 Finalisation of Tender Submission

The Tender Submission comprises a Technical Proposal and a Financial Proposal. The Tenderer is required to submit a Technical Proposal first; which NamPower will evaluate for responsiveness and then score. The evaluation of the Technical Proposals may include clarification meetings. NamPower will then invite Tenderers who’s Technical Proposals met the minimum technical score to submit their Financial Proposals.

For each Technical and Financial Proposal, the Tenderer shall prepare and submit one (1) original hardcopy and one (1) electronic (on a virus free USB drive) copy. Should any discrepancies exist between the two submissions, the hard copy shall govern.

The original Tender Submission shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the company itself. Any corrections must be initialled by the persons or person who sign(s) the Tender Submission.

The electronic copy of the Technical Proposal shall be in PDF format and shall be provided as a single file on a separate USB. Similarly, if and when invited by NamPower, the Tenderer shall submit the Financial Proposal in PDF format as a single file on a separate USB.

An authorized representative of the company initials all pages of the Tender Submission. The representative’s authorization is confirmed by a special power of attorney as set out in Volume C Returnable Form C4.

The original hardcopy of the Tender Submission shall be properly bound and submitted in a sealed package.

3.3 Contents of the Tender Submission

The different sections of the Tender Submission shall be clearly segregated with section dividers and bound in ring bound files, lever arch files, books or similar.

The Tenderer must take particular care when completing all forms, so that its proposal may be correctly evaluated. Any failure to observe accuracy, satisfactorily complete the forms or
provide all necessary information may lead to rejection of the submission. NamPower may, at its sole discretion, take the level of completeness of such forms into consideration when scoring and ranking the Tenders. The Tenderer as part of its Tender Submission, shall sign and submit the Letter of Tender as set out in Volume C Returnable Form C2.

The Tender Submission shall as a minimum include the following documents and shall be submitted under the following filing structure:

1 To be submitted as part of the Technical proposal:
   - C0 - Cover Page (See Returnable Form C0)
   - C1 - General and Specific Company Information (See Returnable Form C1)
   - C2 - Letter of Tender (see Returnable Form C2)
   - C3 - Minimum Responsiveness Criteria for Technical Proposal (see Returnable Form C3)
   - C4 - Special Power of Attorney (see Returnable Form C4)
   - C5 - Covenant of Integrity (see Returnable Form C5)
   - C6 - Letter of Good Standing from the Receiver of Revenue (see Returnable Form C6)
   - C7 - Letter of Good Standing from Social Security Commission (see Returnable Form C7)
   - C8 - Letter of Good Standing from the Employment Equity Commission (see Returnable Form C8)
   - C9 - Reference Projects (see Returnable Form C9)
   - C10 - Form of Contract Agreement (see Returnable Form C10)
   - C11 - List of Consultant’s Personnel qualification and experience (see Returnable Form C11)
   - C12 - Methodology and Work Plan (see Returnable Form C12)
   - C13 - Technical and Legal Deviations (see Returnable Form C13)
   - C14 - Check list for Corporate and Administrative Information (see Returnable Form C14)

2 To be submitted as part of the Financial proposal:
   - D1 - Price Schedules (see Returnable Form D1)
   - D2 - NamPower Equitable Economic Empowerment Policy Information (see Returnable Form D2)
The title page of each Returnable Form clearly indicates how and when each Returnable Form must be completed. Omission to submit the Returnable Forms to an acceptable standard of completeness, consistency and detail may, at NamPower's sole discretion, lead to disqualification of the Tender.

**NOTE:** Any pricing information relating to this Tender which is included in the Technical Proposal will lead to disqualification of the Tenderer.

### 3.4 Delivery and Schedule

It is critical that the Tenderer executes the Scope of Services as per the installation plan and schedules which are agreed between the successful Tenderer(s) and NamPower. It is envisaged that the complete implementation of the campaign will be achieved in approximately 18 months.

### 3.5 Methodology and Work Plan

Each Tenderer shall be required to submit its methodology and work plan on **Volume C Returnable Form C12** for the roll-out of the 1mLED Campaign. The methodology and work plan shall as a minimum include the following information:

- (a) Selection of particular Cluster(s) and reasons for the selection
- (b) A preliminary installation schedule for the towns in the selected Cluster(s)
- (c) Execution of residential survey
- (d) Management of documentation
- (e) Recruitment of installers
- (f) Training of installers
- (g) Proposed warehousing facilities
- (h) Transportation and communication
- (i) Insurance
- (j) Complaints handling
3.6 Corporate and Administrative Information

The Tenderer shall provide in the Tender Submission an organisational chart showing the Tenderer’s overall organisation and an explanation of the Tenderer’s relationship with any company, whether or not affiliated with the Tenderer, who will participate in the installation of the LED bulbs. If the Tenderer is a consortium or joint venture, the organisational chart shall indicate the relationship and interaction of all consortium or joint venture members, and include a description of services to be provided by each company. The organisational chart shall also indicate the managerial positions within the company. Each managerial position shall clearly indicate the title of position, the name of the incumbent and the contact details of the incumbent.

In the case of a consortium or joint venture, the Tenderer will identify which member of the consortium or joint venture will be the leader and the primary point of contact for NamPower.

The Tenderer shall provide in the Tender Submission the special power of attorney on company letterhead (as set out in Volume C Returnable Form C4) duly executed, authorising a person(s) to represent and bind the Tenderer and, in the event that the Tenderer is a consortium or joint venture, each member of the consortium or joint venture.

The Tenderer shall include in its Tender Submission a covenant of integrity, on company letterhead, in the form of covenant of integrity set forth in Volume C Returnable Form C5. In the event that the Tenderer is a consortium or joint venture, each of the consortium or joint venture members shall provide a covenant of integrity.

A certified executed copy of the consortium or joint venture agreement shall be included in the Tender Submission. Such agreement shall be according to the requirements of section 3.7.

The Tenderer shall provide in the Tender Submission, the audited financial statements for the last three years for the Tenderer or, in the event that the Tenderer is a consortium or joint venture, each of the consortium or joint venture members. If the Tenderer is a publicly listed company, the Tenderer shall indicate in the Tender Submission the relevant stock exchange(s) on which the Tenderer is listed and shall provide in its Tender Submission a copy of each annual statement and other material filings which have been submitted to the relevant exchange in the past thirty-six (36) months. If the Tenderer is a closed corporation, the Tenderer shall provide financial statements prepared by an accountant that belongs to the Public Accountants and Auditors Board (PAAB) for the last three years. If the Tenderer is
incorporated for less than three years, the Tenderer shall provide financial statements for the year(s) it has been incorporated.

In addition, the Tenderer or in the event that the Tenderer is a consortium or joint venture, each of the consortium or joint venture members, shall provide:

(i) letters of good standing from Receiver of Revenue in the Republic of Namibia (for Tenderers incorporated in or which are registered foreign business entities in the Republic of Namibia) and the Tenderer’s country of origin according to Volume C Returnable Form C6;

(ii) letter of good standing from the Social Security Commission (for Tenderers incorporated in or which are registered foreign business entities in the Republic of Namibia). according to Volume C Returnable Form C7;

(iii) letter of good standing from the Employment Equity Commission (for Tenderers incorporated in or which are registered foreign business entities in the Republic of Namibia) in each case for the Tenderer or, in the event that the Tenderer is a consortium or joint venture, each of the consortium or joint venture members. See Volume C Returnable Form C8.

The Tenderer shall also submit general and specific company information as set out in Volume C Returnable Form C1.

The Tenderer shall ensure that all documentation required for Corporate and Administrative Information is submitted together with the Tender Submission according to Volume C Returnable Form C1, if not already included elsewhere.

The Tenderer shall complete and submit together with the Tender Submission Volume C Returnable Form C14 to ensure that all Corporate and Administrative Information has been submitted.

NamPower hereby confirms that Tenderers need not be incorporated in the Republic of Namibia, or be registered foreign business entities in the Republic of Namibia, in order to participate in this Tender. However, the Tenderer shall take note of the NEEEP Information and scoring thereof as part of the evaluation.

3.7 Joint Venture and Consortium Requirements

If the Tenderer is an association constituting a joint venture or consortium or other unincorporated grouping of two or more legal entities (here called a joint venture) the following shall apply:
(i) Both the Technical and Financial Proposals shall be signed by all members of the joint venture or consortium or unincorporated grouping of two or more legal entities.

(ii) The Technical Proposal shall contain a letter of intent signed by each member, containing:

(a) a definition of the roles and responsibilities of each member of the joint venture,

(b) the ownership and management structure and the percentage shareholding of each member in the joint venture,

(c) a statement that the members of the joint venture or consortium etc. will undertake, jointly and severally, the obligations of the joint venture under the contract if awarded,

(d) a statement that the members of the joint venture or consortium etc. shall appoint and authorize the lead member (to be named) with authority to bind the joint venture, and to act on its behalf in all matters in connection with or arising out of this tender process,

(e) a statement that the composition or constitution of the joint venture or consortium etc. shall not be altered without prior written consent by NamPower and

(f) a statement that, for the purposes of the provision of LED Champions, the joint venture or consortium etc. shall act as and be considered a single entity and in particular shall have a joint bank account in its name, submit joint advance payment guarantees, joint invoices, and joint reports, and shall establish common quality assurance for the services.

3.8 NEEEP Information

The NEEEP information for each Tender Submission shall be evaluated according to the NamPower Equitable Economic Empowerment Policy. The Tenderer shall provide the NEEEP information as set out in Volume D Returnable Form D2. The Tenderer shall complete Volume D Returnable Form D3 Check list for NEEEP Information to ensure that all NEEEP information has been submitted.

The Tenderer shall ensure that all documentation required for NEEEP Information is submitted together with Volume C Returnable Form D2.
Tenderers are encouraged to familiarise themselves with the NEEEP document, which can be downloaded from www.nampower.com.na

3.9 Tender Prices and Currencies

When submitting the Financial Proposal, Tenderer(s) shall quote for the entire Scope of Services on a “single responsibility” basis such that the Contract Price covers all the LED Champion’s obligations mentioned in or to be reasonably inferred from the Terms of Reference for the LED Champions (see Volume B1) the remaining Tender Documents in respect of the Services. The Tenderer shall quote according to the Price Schedules provided in Volume D Returnable Form D1.

Returnable forms in Volume C will be returned with the Technical Proposal and returnable forms in Volume D will be returned with the Financial Proposal.

NOTE: Any pricing information which is included in the Technical Proposal will lead to disqualification of the Tenderer.

All rates/prices shall be quoted in Namibian Dollars (NAD) or South Africa Rand (ZAR). The quoted prices/rates shall be fixed during the Tenderer’s performance of the Contract and shall not be subject to variation or escalation on any account. A Tender Submission which includes for price adjustment or escalation may, at NamPower’s sole discretion, be rejected.

The prices which are quoted shall be inclusive of all warranties, security, insurance, storage, transportation, labour, custom duties, taxes and shall be exclusive of Value Added Tax (VAT).

The costs for the Financial Proposal shall be provided according to the price schedule (see Volume D Returnable Form D1). The project management costs (per Town) and household installation costs (cost per bulb, total cost estimated for each town) will be used as one of evaluation criteria for appointment of the LED Champion.

The country is divided into three clusters namely the Northern Cluster, Southern Cluster and Western Cluster and the Tenderer shall clearly indicate for which Cluster(s) its Tender Submission is applicable.

3.10 Deviations and Modifications

The Tenderer shall provide a Tender Submission which is in accordance with these Tender Documents inclusive of all options called for therein, apart from any deviations which the Tenderer considers to be unavoidable in order to provide the Services with complete confidence.
Tenders shall not materially deviate from the principal requirements of the Tender Documents. A material deviation is one which substantially affects the rate/price, scope, quality, completion or timing of the Services to be undertaken by the Tenderer under the Contract, or which limits in any substantial way, inconsistent with the Tender Documents, NamPower’s rights or the Tenderer’s obligations under the Contract. NamPower may, in its sole discretion, reject any Tender containing material deviations from the principal requirements of the Terms of Reference.

As far as possible, the Tenderer should offer its standard scope of supply described in the Tender Documents. Where the Tender Submission deviates from the Tender Documents, these deviations shall be listed with an explanation stating why compliance with the Tender Documents including the Terms of Reference is not offered and how this benefits NamPower. Where codes and standards being offered by a Tenderer are not to the requirements of the Specification, the Tenderer shall provide the necessary documentary evidence to prove that the proposed codes and standards are

(a) equivalent to those required by the Specification;
(b) internationally recognized and used;
(c) provided in legible English as a deviation to the Tender, together with a comparison of the Specification code/standard and the proposed alternative. The Tenderer may also propose alternative improved performance parameters.

If a Tenderer needs to make a deviation to the Tender Documents during submission of the Technical Proposal, such deviation shall be listed as a technical or legal deviation in Volume C Returnable Form C13. No pricing information shall be included in Volume C Returnable Form C13. Similarly, if a Tenderer needs to make a deviation to the Tender Documents during submission of the Financial Proposal, such deviation shall be listed as a priced deviation in Volume D Returnable Form D4. Also, all deviations provided in Volume C Returnable Form C13 shall also be included in Volume D Returnable Form D4 with the exception that the Tenderer shall now provide the reduction or additional price, if any, for the respective deviation(s).

The Tenderer is at liberty to annex extra details and conditions as it may consider desirable, provided it draws attention to these extra details and conditions in its covering letter.

Likewise, if the Tenderer has any doubt as to the meaning of any portion of the Tender Documents which it has been unable to resolve through the clarification process described in section 2.2 prior to finalising its Tender it shall set out in its covering letter the interpretation on which it relies in its covering letter.
NamPower may, in its sole discretion, admit or reject deviations when assessing Tenders.

### 3.11 Submission of Completed Tender

The Tender Submission which includes:

- Only the Technical Proposal comprising one (1) original hardcopy plus one (1) electronic (provided on a virus free USB drive) copy

shall be delivered on the Tender Closing Date stated in section 1.10 to NamPower’s Tender Administrator.

**NOTE:** Any pricing information relating to this Tender which is included in the Technical Proposal will lead to disqualification of the Tenderer.

The delivery address for the Tender Submission is:

- The Tender box in the entrance foyer
- NamPower Centre
- 15 Luther Street
- Windhoek
- Namibia

In case of large parcels, the tender documents must be hand-delivered to:

- The Tender Administrator
- Ms Mwale Sampati
- NamPower Centre
- 15 Luther Street
- 3rd Floor, Room No F3.23
- Windhoek

If there is any discrepancy between the electronic copy of the Tender Submission and the hard copies, the hard copies shall govern.

NamPower will not accept any faxed or e-mailed submissions. NamPower does not accept or take responsibility for couriered or hand-delivered tenders that arrived late. As a rule, late Tenders will not be accepted by NamPower.
Any Tender Submission received by NamPower that does not conform to all of the above conditions may, at the sole discretion of NamPower, be rejected.

The Tenderer shall seal the Tender in envelopes/boxes and each envelope/box shall be labelled as follows:

NPWR/2015/68 “Procurement of LED Champions Required for the NamPower 1mLED Campaign”

All envelopes/boxes shall also clearly state the name and address of the Tenderer (and in the event that the Tenderer is a consortium or joint venture, the name of each member of the consortium or joint venture and the address of the members) so that the Tender can be returned unopened in case it is declared “late”.

If the envelopes/boxes are not sealed and marked as required by this section 3.11, NamPower will assume no responsibility for the Tender’s misplacement or premature opening.

The Tenderer is fully responsible for the safe and timely delivery of the Tender.

NamPower reserves the right to extend the Tender Closing Date for receipt of the Tender Submissions by giving notice in writing (emailed) to the Tenderers at least seven (7) days prior to the Tender Closing Date.

3.12 Tender Validity Period

To allow sufficient time for evaluation of the Tender Submissions and pre-contract negotiations, Tender Submissions shall have a validity period of at least three (3) calendar months from the Tender Closing Date (the "Tender Validity Period"). The Tender amount shall remain valid during the Tender Validity Period.

Prior to the expiry of the Tender Validity Period, NamPower may by written notice request the Tenderer(s) to extend the Tender Validity Period. The Tenderer may either accept or refuse the request, but in accepting the request, the Tenderer shall not modify its Tender other than by extending its validity. Should the Tenderer accept NamPower’s request it shall extend the term of its Tender Bond to cover, in full, the agreed revised Tender Validity Period.

3.13 Tender Bond

Included with the Financial Proposal, each Tenderer shall provide to NamPower a single Tender Bond for an amount equal to NAD 50,000 (fifty thousand Namibian dollars)

The Tender Bond shall be:

(a) issued in English;
(b) an unconditional and irrevocable bank guarantee in material compliance with the Form of Tender Bond set out in Volume D Returnable Form D6;
(c) lodged with NamPower on or before the Tender Closing Date (in the event of failure to provide such Tender Bond within the time allowed, NamPower at its sole discretion may terminate such Tenderer's right to participate in the tender process);
(d) issued by a commercial bank registered in Namibia and from its main operating premises in Windhoek, Namibia, or by a first class international bank with a branch or agency bank in Windhoek, Namibia so that the Tender Bond is capable of being drawn in Namibia;
(e) be valid and effective for the period from the date of its issue until the expiry of the Tender Validity. The Tender Bond shall remain valid during that period notwithstanding the Tenderer's insolvency, winding-up, liquidation, judicial management, dissolution or deregistration, whether provisionally or finally.

Failure of a Tenderer to provide a Tender Bond according to the requirements stipulated above may lead to disqualification of the Tender Submission.

The procedure and reasons for which NamPower may call on the Tender Bond are stipulated in Volume D Returnable Form D6.
SECTION 4

TENDER OPENING AND EVALUATION
4. TENDER OPENING AND EVALUATION

4.1 Tender Opening

The opening of Tender Submissions will commence by NamPower shortly after the Tender Closing Date at NamPower’s Head Office, 15th Luther Street, Windhoek. The Tender Opening will NOT be a public opening. Therefore only NamPower officials will be present at the opening. NamPower will inform all Tenderers who’s submissions have been received on time and will be evaluated.

4.2 Confidentiality of Evaluation and Efforts to Influence

After the official opening of Tender Submission documents, information relating to the examination, clarification, evaluation, comparison and ranking of Tenders and recommendations concerning the award of the Contract will not be disclosed to Tenderers or other persons not officially concerned with such process. Information deemed to be confidential by NamPower will not be disclosed at any time.

Any effort by a Tenderer to influence NamPower or consultants appointed by NamPower (from time to time) for the process of examination, clarification, evaluation, comparison and scoring of Tenders and in decisions concerning the award of Contract may, in the sole discretion of NamPower, result in the rejection of that Tender.

4.3 Clarification of Tender Submissions

At any time during the Tender evaluation, NamPower may ask Tenderers for clarification of their Tender Submissions. The request for clarification and the response shall be by email. Tenderers may also be asked to attend post Tender Close clarification meetings, upon reasonable notice by NamPower. In any event, all Tenderer’s costs and expenses relating to examination and clarification of its Tender shall be borne by the Tenderer.

4.4 Determination of Responsiveness of Tender

After the opening of each Tender Submission, but not necessarily at the official Tender opening, NamPower will determine whether each Tender Submission is substantially responsive to the requirements of the Tender Documents. A substantially responsive Tender Submission meets the following requirements:

(I) All the minimum responsiveness criteria for Technical Proposal (see Volume C Returnable Form C3) have been adhered to:
(m) All documentation has been provided in sufficient detail to allow a
detailed evaluation and
(n) Tender Submission conforms to all the terms, conditions and
specifications of the Tender Documents without material deviation. Any
and all deviations must be declared and presented in accordance with
sections 3.10.

NamPower may, in its sole discretion, waive any deviation which it considers to be a minor
non-conformity or irregularity in a Tender Submission and which does not constitute a material
deviation, provided that the waiver does not prejudice or affect the relative ranking order of
any Tender Submission.

4.5 Correction of Errors

Each Tender Submission which is not rejected by NamPower for non-responsiveness
(pursuant to section 4.4) will be checked for any material errors in computation.

Arithmetical errors found may be clarified by NamPower with the relevant Tenderer and where
there is a discrepancy between amounts in figures and in words, the amount in words will
govern.

4.6 Legal Evaluation of Tender

NamPower will review all documents submitted pursuant to sections 3.3, 3.6, 3.7, and 3.8 for
completeness, and may run a background check on all Tenderers. NamPower will conduct a
legal evaluation of the Tender, including a review of any deviations submitted by the Tenderer
to the Contract Agreement. Any material deviation which forms part of the Contract Agreement
may result in the disqualification of a Tenderer.

4.7 Evaluation and Scoring of Technical Proposal

NamPower will carry out a detailed evaluation of the Technical Proposal for each Tender
Submission not rejected by NamPower as being non-responsive

The following aspects of each Technical Proposal shall be evaluated and scored:

(a) Corporate and administrative information and financial capability of the Tenderer,
which comprises the financial strength of the Tenderer;
(b) Previous experience of the Tenderer in similar large lighting exchange projects; which
requires the Tenderer to provide information on similar reference projects (up to a
maximum of five (5) reference projects) on Volume C Returnable Form C9;
(c) Delivery capability, which comprises the Tenderer’s ability to meet the DSM Campaign schedule;

(d) Capability of the Tenderer and its personnel (see returnable form on personnel in Volume C Returnable Form C11), to provide the Services according to the Terms of Reference; and

(e) Overall understanding of the Tenderer of the Services (see returnable form on methodology and work plan in Volume C Returnable Form C12) to be provided.

NamPower shall be entitled to allocate points for each of the above evaluation criteria in any manner that it sees fit. Tenderers shall not be entitled to review or challenge NamPower’s determination of the score for any evaluation criteria.

The minimum technical score required to be technically complaint is 75%.

Tenderers whose Technical Proposal meets the minimum technical score and are thus found to be technically complaint may be requested to meet with NamPower and present their company’s credentials and their Technical Proposal to NamPower. This will be followed by discussions which as a minimum will include a review and clarification of the Technical Proposal, the proposed methodology and work plan, staffing and any suggestions made by the Tenderer to improve the Terms of Reference provided in Volume B1. Tenderers may be requested by NamPower to update their Technical Proposals and submit their revised Technical Proposals.

Any Tenderer who’s Technical Proposal meet the minimum technical score will be invited by NamPower to submit their Financial Proposals.

All meetings related to this Tender will be held at the NamPowers’ head office in Windhoek. Each Tenderer shall be solely responsible for its costs and expenses relating to such meetings and discussions.

4.8 Evaluation and Scoring of Financial Proposal and NEEEEP Information

NamPower will evaluate the Financial Proposal of each Tender Submission which has been shortlisted through stage 1 of the Tender Process. The final evaluation process shall include the following:

(a) Confirmation that the minimum responsiveness criteria for Financial Proposal (see Volume D Returnable Form D5) have been adhered to;

(b) Evaluation and scoring of the prices submitted in the Price Schedules, Volume D Returnable Form D1 based on the Technical Proposal which was submitted;
(b) Evaluation and scoring of the NEEEP Information based upon the principles outlined in the NEEEP score table (see Table 2) and the NEEEP information submitted by the Tenderer in **Volume D Returnable Form D2**;

(c) In addition to the prices/rates indicated in Price Schedules and the priced deviations submitted under **Volume D Returnable Form D4**, NamPower will take into account, during the evaluation process the cost of all quantifiable deviations and omissions which NamPower deems to have been excluded from the Tender Submission, to determine the evaluated tender price. Any adjustments in price that may result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an evaluated tender price. Tender prices quoted by Tenderers shall remain unaltered.

By participating in this Tender, the Tenderer hereby acknowledges and agrees to the evaluation and scoring criteria stipulated in these Tender Documents.

The NEEEP Information of the Tender Submission will be evaluated according to the score card provided in Table 2 below.

**Table 2: NEEEP score table**

<table>
<thead>
<tr>
<th>Ownership</th>
<th>0%</th>
<th>2</th>
<th>10</th>
<th>14</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shareholding or Ownership by Previously Disadvantaged Namibian (PDN) is</td>
<td>0%</td>
<td>2</td>
<td>8</td>
<td>10</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>≤ 15% shares</td>
<td>2</td>
<td>8</td>
<td>10</td>
<td>14</td>
</tr>
<tr>
<td></td>
<td>&gt; 15% and ≤25% shares</td>
<td>8</td>
<td>10</td>
<td>14</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>&gt; 25% and ≤50% shares</td>
<td>10</td>
<td>14</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>&gt; 50% shares</td>
<td>14</td>
<td>20</td>
<td>20</td>
<td>20</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Management Control and Employment Equity</th>
<th>&lt; 50%</th>
<th>0</th>
<th>20</th>
<th>100</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shareholding or Ownership by Women / Disabled person is</td>
<td>&lt; 50%</td>
<td>0</td>
<td>20</td>
<td>100</td>
</tr>
<tr>
<td></td>
<td>= 50%</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt; 50% and ≤60%</td>
<td>12</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The combined board and top management structure filled by PDNs is

<table>
<thead>
<tr>
<th>Percentage Range</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 60% and ≤ 70%</td>
<td>14</td>
</tr>
<tr>
<td>&gt; 70% and ≤ 80%</td>
<td>16</td>
</tr>
<tr>
<td>&gt; 80% and ≤ 90%</td>
<td>18</td>
</tr>
<tr>
<td>&gt; 90% and ≤ 100%</td>
<td>20</td>
</tr>
</tbody>
</table>

**Human Resources and Skills Development**

Where:

A % of gross wages (including VET levy) spent on training is

<table>
<thead>
<tr>
<th>Percentage Range</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 1%</td>
<td>0</td>
</tr>
<tr>
<td>= 1%</td>
<td>10</td>
</tr>
<tr>
<td>&gt; 1% and ≤ 1.2%</td>
<td>12</td>
</tr>
<tr>
<td>&gt; 1.2% and ≤ 1.4%</td>
<td>14</td>
</tr>
<tr>
<td>&gt; 1.4% and ≤ 1.6%</td>
<td>16</td>
</tr>
<tr>
<td>&gt; 1.6% and ≤ 1.8%</td>
<td>18</td>
</tr>
<tr>
<td>&gt; 1.8%</td>
<td>20</td>
</tr>
</tbody>
</table>

**Entrepreneurship Development (Second tier PDN supplier procurement)**

Where:

The Procurement spending allocated to businesses (e.g. mentorship programmes, joint ventures, subcontracting) owned by PDNs is

<table>
<thead>
<tr>
<th>Percentage Range</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 10% and ≤ 20%</td>
<td>11</td>
</tr>
<tr>
<td>&gt; 20% and ≤ 30%</td>
<td>14</td>
</tr>
<tr>
<td>&gt; 30% and ≤ 40%</td>
<td>17</td>
</tr>
<tr>
<td>&gt; 40%</td>
<td>20</td>
</tr>
</tbody>
</table>

**Community Investment: Option 1**

Where:

Tenderer devotes a percentage of after-tax profits to community investment. *(Where a tenderer is located in a communal/underdeveloped area employing members of such a community, automatically score 10 points. Additional points)*

<table>
<thead>
<tr>
<th>Percentage Range</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; 1%</td>
<td>0</td>
</tr>
<tr>
<td>= 1%</td>
<td>10</td>
</tr>
<tr>
<td>&gt; 1% and ≤ 1.2%</td>
<td>12</td>
</tr>
<tr>
<td>&gt; 1.2% and ≤ 1.4%</td>
<td>14</td>
</tr>
</tbody>
</table>
are to be awarded for further community investments up to a maximum of 20 points).

<table>
<thead>
<tr>
<th>Percentage Range</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>&gt; 1.4% and ≤1.6%</td>
<td>16</td>
</tr>
<tr>
<td>&gt; 1.6% and ≤1.8%</td>
<td>18</td>
</tr>
<tr>
<td>&gt; 1.8%</td>
<td>20</td>
</tr>
</tbody>
</table>

Community Investment: Option 2

Where:
Tenderer pledges a percentage of Tender / Contract Value to community investment. *(Where a tenderer is located in a communal / underdeveloped area employing members of such a community, automatically score 10 points. Additional points are to be awarded for further community investments up to a maximum of 20 points).*

<table>
<thead>
<tr>
<th>Percentage Range</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt;0.25%</td>
<td>0</td>
</tr>
<tr>
<td>0.25%</td>
<td>10</td>
</tr>
<tr>
<td>&gt; 0.25% and ≤ 0.30%</td>
<td>12</td>
</tr>
<tr>
<td>&gt; 0.30 and ≤ 0.35%</td>
<td>14</td>
</tr>
<tr>
<td>&gt; 0.35% and ≤ 0.40%</td>
<td>16</td>
</tr>
<tr>
<td>&gt; 0.40% and ≤ 0.45%</td>
<td>18</td>
</tr>
<tr>
<td>&gt; 0.45%</td>
<td>20</td>
</tr>
</tbody>
</table>

The maximum points that a Tender Submission can score for NEEEP is 100 points.

In the event that the Tenderer is a joint venture or consortium, each member of the joint venture will be required to submit all NEEEP information required by the Instructions to Tender. NamPower will evaluate the NEEEP information of each member of the joint venture agreement individually and the final score will be a weighted average of the individual member’s score according to shareholding in the joint venture agreement.

The 5 pillars of NEEEP will be scored as follows and as described in table 2 above.

**Ownership**

A company will score points for this pillar according to the percentage of shareholding or ownership by Previously Disadvantaged Namibians (PDN) up to a maximum of 14 points. In addition to this, a company will score points according to the percentage of ownership of women and/ or disabled persons up to a maximum of 6 points. The maximum points that a business can obtain under the Ownership Pillar of NEEEP is 20 points.

**Management Control and Employment Equity**
A company will score a minimum of 10 points if its combined board and top management structures are 50% filled by PDNs. For every additional 10%, a company will score 2 additional points up to a maximum of 100% giving a total of 20 points.

**Human Resources and Skills Development**

A company will score a minimum of 10 points for devoting the equivalent of 1% of its gross wages to training. For every additional 0.2% of gross wages spent on training, a company will score 2 additional points up to a maximum of 2% of gross wages giving a total of 20 points.

**Entrepreneurship Development (Second Tier PDN Supplier Procurement)**

A company will score points in proportion to the value of procurement spending during the preceding financial year allocated to businesses owned by PDNs up to maximum of 50%. Additional points may be made available for other support given to businesses owned by PDNs, such as subcontracting or outsourcing a percentage of the contract value to PDNs or businesses owned by PDNs.

**Community Investment**

Any Tender Submission, including those from first time Tenderers to NamPower, that includes evidence of previous community investment activities, can score points under the Community Investment pillar as per the table 2 above.

**Pledge to Community Investment**

Any Tender Submission, including those from first time Tenderers to NamPower, which have little or no evidence for previous community investment activities, can supplement its score under the Community Investment pillar by undertaking a pledge to invest a portion of the Contract Price, if awarded, to community investment activities.
The pledge to community investment will be scored as per the tables below:

**Table 3(a): Community investment option 1**

<table>
<thead>
<tr>
<th>Community Investment: Option 1</th>
<th>&lt; 1%</th>
<th>0</th>
<th>10</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where: Tenderer devotes a percentage of after-tax profits</td>
<td>= 1%</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>to community investment. <em>(Where a tenderer is located in a communal/underdeveloped area employing members of such a community, automatically score 10 points. Additional points are to be awarded for further community investments up to a maximum of 20 points).</em></td>
<td>&gt; 1% and ≤1.2%</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt; 1.2% and ≤1.4%</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt; 1.4% and ≤1.6%</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt; 1.6% and ≤1.8%</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&gt; 1.8%</td>
<td>20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Table 3 (b): Community investment option 2**

<table>
<thead>
<tr>
<th>Community Investment: Option 2</th>
<th>&lt;0.25%</th>
<th>0</th>
<th>10</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where: Tenderer pledges a percentage of Tender / Contract</td>
<td>= 0.25%</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Value to community investment. *(Where a tenderer is</td>
<td>&gt; 0.25% and ≤ 0.30%</td>
<td>12</td>
<td></td>
<td></td>
</tr>
<tr>
<td>located in a communal / underdeveloped area employing</td>
<td>&gt; 0.30 and ≤ 0.35%</td>
<td>14</td>
<td></td>
<td></td>
</tr>
<tr>
<td>members of such a community, automatically score 10</td>
<td>&gt; 0.35% and ≤ 0.40%</td>
<td>16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>points. Additional points are to be awarded for further</td>
<td>&gt; 0.40% and ≤ 0.45%</td>
<td>18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>community investments up to a maximum of 20 points).</td>
<td>&gt; 0.45%</td>
<td>20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Under community investment option 1; the tenderer devotes a percentage of the after-tax profit while option 2 enables the tenderer to pledge a percentage of the total contract value.

It is however mandatory that first time Tenderers pledge a percentage of the Contract Price as a community investment. This pledge amount shall be indicated in the NEEEP information submitted by the Tenderer in **Volume D Returnable Form D2**. NamPower will retain an amount equivalent to the pledge as security until the pledge is fulfilled.

The maximum score that can be obtained under the Community Investment Pillar, whether it is from community investment activities or pledge to community investment, is 20 points.
The recipients of the pledge to community investment activities shall be human beings that are Previously Disadvantaged Namibians (PDNs) and are benefiting directly in the form of: 1) programs for women, youth, people with disabilities or people living in rural areas 2) Support of healthcare and HIV/AIDS programs, 3) support for education programs, resources and materials at primary, secondary, tertiary and bursaries and scholarships 4) community training skills development for unemployed people and adult education.

Tenderers shall not be entitled to review or challenge NamPower’s determination of the score for any evaluation criteria.

4.9 Final Score of the Tender Submission

For Joint Ventures, the total NEEEP scores will be the sum of the individual NEEEP scores of each JV member added on a weighted average basis according to the ownership of the JV.

Final score for each Tender Submission will be determined out of 100 points according to the combined NEEEP score (Ns) and financial score (Fs) using the following weighting:

(a) Financial score (Fs) = 90

(b) NEEEP score (Ns) = 10

Where the financial score is calculated as follows:

\[ Fs = 90 \left( 1 - \frac{(Ft - Fmin)}{Fmin} \right) \]

Where:

Fs = the points scored for price for the tender under consideration,
Ft = the dollar value of the tender under consideration, and
Fmin = the dollar value of the lowest acceptable tender.

Based on the final score, Tenderers will be ranked and shortlisted.

4.10 Discussions with Shortlisted Tenderers

After scoring, ranking and shortlisting (and as part of its final evaluation process), NamPower may call finalist Tenderers for meetings to discuss the Tender and any deviations and / or clarifications to the Financial Proposal.

During the discussions with the shortlisted Tenderers, NamPower and the Tenderer will address the deviations indicated by the Tenderer to the Particular Conditions and will finalise the Contract Agreement (Volume C Returnable Form C10).
Each Tenderer shall be solely responsible for its costs and expenses relating to such discussions. All meetings related to this Tender will be held at the NamPower head office in Windhoek.

4.11 **NamPower's Right to Accept or Reject any or all Tenders**

NamPower does not bind itself to accept the lowest or any Tender, nor will NamPower be responsible for, or pay for, any expenses incurred by any Tenderer.

NamPower is not bound to give any reason for acceptance or rejection of Tenders. The decision of NamPower is final and binding and no correspondence shall be entered into with the Tenderers. NamPower shall have no liability to the Tenderers, whether or not successful.

No Tender shall be considered to have been accepted unless such acceptance is notified to the Tenderer in writing by NamPower.

Deviations which are accepted by NamPower will form part of the Contract Agreement.

NamPower may suspend or terminate the tendering process at any time and shall have no liability to the Tenderers arising from or connected to any such suspension or termination.

4.12 **Notification of award**

Prior to the expiration of the Tender Validity Period, or the extended Tender Validity Period, as the case may be, NamPower will notify the successful Tenderer(s) in writing by email that their Tender(s) has/have been accepted.

Following notification to the successful Tenderers, NamPower will promptly notify the unsuccessful Tenderers and will discharge the Tender Bonds of the unsuccessful Tenderers.

4.13 **Signing of Contract**

At the same time as NamPower notifies the successful Tenderers, NamPower will send the Tenderer the Contract Agreement provided in the Tender Documents, incorporating all agreements between the parties.

Within seven days (7) of receipt of the Contract Agreement, the successful Tenderer(s) shall sign and date the Contract Agreement and return it to NamPower. The execution of the Contract Agreement will constitute the formation of the Contract.

The form of Contract Agreement is set out in **Volume C Returnable Form C10.**
SECTION 5

LEGISLATION
5. **LEGISLATION**

5.1 **Compliance with Laws, Regulations, Licences and Permits**

The Tenderer shall comply with all relevant laws, rules, regulations, approvals, licences, permits, local ordinances applicable during the execution of the Services.

5.2 **Indemnity of NamPower**

At the time of Contract award, the successful Tenderer shall be required to sign the following indemnity:

*We acknowledge and agree that we, our personnel, service providers, agents or sub-Contractors waive our and their right to claim damages against NamPower, its personnel, service providers, agents and other contractors in respect of personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expense, however caused which but for the granting of such permission would not have arisen. We shall hold harmless and indemnify and undertake to keep indemnified NamPower, its personnel, service providers, agents and other contractors from and against all liability in respect of personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expense, however caused which but for the granting of such permission would not have arisen.*
SECTION 6

INDUSTRIAL RELATIONS AND EMPLOYMENT
6. INDUSTRIAL RELATIONS AND EMPLOYMENT

6.1 Adherence to Legislation and Regulations

The Tenderer shall be familiar with all relevant employment laws in the Republic of Namibia, including without limitation the Labour Act. The Tenderer shall fully acquaint himself with the trend and types of labour payment, negotiation procedures including but not limited to any relevant registered agreements and all applicable legislation in Namibia and shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the relevant trade or industry in the Republic of Namibia.

6.2 Employment of Local Installers

Tenderers are advised that installers to be employed for the 1mLED Campaign shall be sourced locally from the towns where the installation is taking place. The Tenderer shall complete and keep safe an employment schedule with the names and copies of national identification documents of all the installers employed by the Tenderer. This schedule shall be kept up to date to reflect actual employment and will be subject to regular inspection and audit by NamPower.

All employment shall be done through the governor’s office or local town council office; whichever is applicable.
NPWR/2015/68
TENDER FOR PROCUREMENT OF LED
CHAMPIONS REQUIRED FOR THE NAMPOWER
1mLED CAMPAIGN

Volume A2
Particular Conditions
This page is intentionally left blank.
Contents

1. PARTICULAR CONDITIONS OF CONTRACT ...............................................................2
   1.1 PART A - REFERENCES FROM CLAUSES IN THE GENERAL CONDITIONS OF THE FIDIC
       CLIENT/CONSULTANT MODEL SERVICES AGREEMENT, 2006 EDITION...........................2
   1.2 PART B – ADDITIONAL CLAUSES ...........................................................................4
   1.3 PART C – APPENDICES ..........................................................................................13
1. PARTICULAR CONDITIONS OF CONTRACT


<table>
<thead>
<tr>
<th>SUB-CLAUSE</th>
<th>SUBJECT</th>
<th>DATA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td></td>
</tr>
<tr>
<td>1.1.2</td>
<td>Project</td>
<td>Demand Side Management Project, Tender for the Procurement of LED Champions Required for the NamPower 1mLED Campaign: Tender No.: NPWR/2015/68</td>
</tr>
<tr>
<td>1.1.10</td>
<td>Commencement Date</td>
<td>Date stated in the Notice to Commence</td>
</tr>
<tr>
<td>1.1.11</td>
<td>Time for Completion</td>
<td>Time stated in the agreed installation schedules</td>
</tr>
<tr>
<td>1.3.1</td>
<td>Language for Communications</td>
<td>English</td>
</tr>
<tr>
<td>1.4.1</td>
<td>Language of the Agreement:</td>
<td>English</td>
</tr>
<tr>
<td></td>
<td>Ruling language</td>
<td>English</td>
</tr>
<tr>
<td></td>
<td>Governing Law</td>
<td>Laws of the Republic of Namibia</td>
</tr>
<tr>
<td>1.8.1</td>
<td>Notices</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Client’s address:</td>
<td>NamPower Centre</td>
</tr>
<tr>
<td></td>
<td></td>
<td>15 Luther Street</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Windhoek</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Republic of Namibia</td>
</tr>
<tr>
<td></td>
<td>Email:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telephone number:</td>
<td></td>
</tr>
<tr>
<td>Facsimile number:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>Consultant’s address:</td>
<td>[●]</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td>[●]</td>
<td></td>
</tr>
<tr>
<td>Telephone number:</td>
<td>[●]</td>
<td></td>
</tr>
<tr>
<td>Facsimile number:</td>
<td>[●]</td>
<td></td>
</tr>
</tbody>
</table>

5.2.2 Agreed Compensation Rate

6.2.1 Duration of Liability

6.3.1 Limit of Compensation [●]

8.2.1 Named Mediator

Professional Arbitration and Mediation Association of Namibia (PAMAN) or in its absence the Law Society of Namibia may appoint a Mediator

8.2.3 Mediation Procedures

The procedures to be followed are those of PAMAN.

8.3.2 Rules of Arbitration

Professional Arbitration and Mediation Association of Namibia (PAMAN).
1.2 Part B – Additional Clauses

Schedule of Amendments to the General Conditions

The following schedule of amendments to the General Conditions together with the Particular Conditions are to be read together with and integrated with the General Conditions to reflect the Conditions of Contract between the Client and the Consultant.

<table>
<thead>
<tr>
<th>CLAUSE</th>
<th>TITLE</th>
<th>AMENDMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Definitions</td>
<td></td>
</tr>
<tr>
<td>1.1.1</td>
<td>Agreement</td>
<td>Delete the contents herein and replace with:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>“Agreement” means the Contract Agreement, the Conditions of the Client/Consultant Model Services Agreement comprising the Part B - Schedule of Amendments to the General Conditions, Part A - Particular Conditions and the General Conditions construed together and collectively defined as the “Conditions of Contract”, together with the Appendix 1 [Scope of Services], Appendix 3 [Remuneration and Payment], Appendix 4 [Time Schedule for Services].”</td>
</tr>
<tr>
<td>1.1.5</td>
<td>Country</td>
<td>Delete “the country to which the Project (or most of it) relates”, and replace with:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>“the Republic of Namibia”</td>
</tr>
<tr>
<td>1.1.7</td>
<td>Client</td>
<td>Delete the contents herein and replace with:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>“means NamPower”</td>
</tr>
<tr>
<td>1.1.8</td>
<td>Consultant</td>
<td>Delete the contents herein and replace with:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>“means LED Champion as defined in the Instructions to Tender Documents.”</td>
</tr>
<tr>
<td>1.1.16</td>
<td>New Definition</td>
<td>Insert new definition:</td>
</tr>
<tr>
<td></td>
<td>“Contract Agreement”</td>
<td>“Contract Agreement” means the executed agreement forming the contract between the Parties after issue of the Letter of Acceptance, and detailing the documents forming</td>
</tr>
<tr>
<td>1.1.17</td>
<td>New Definition: “Contract Sum”</td>
<td>Insert new definition: “Contract Sum” means the total amount inclusive of disbursements, duties and taxes but exclusive of Value Added Tax (VAT) for the rendering of Services as agreed between NamPower and the LED Champion at the signing of the Contract Agreement.”</td>
</tr>
<tr>
<td>1.1.18</td>
<td>New Definition: “Letter of Acceptance”</td>
<td>Insert new definition: “Letter of Acceptance” means the letter from the Client addressed to the Consultant wherein the Client subject to the execution of the Contract Agreement, formally accepts the Consultant’s offer as revised and amplified by any post tender clarifications and minutes of negotiations resulting in the award of contract to the Consultant, together with any conditions precedent to be satisfied by the Consultant to enable the Client to issue the Notice to Commence.”</td>
</tr>
<tr>
<td>1.1.19</td>
<td>New Definition: “Notice to Commence”</td>
<td>Insert new definition: “Notice to Commence” means the letter issued by the Client to the Consultant authorising the commencement of Services and which letter is the formal record of the Commencement Date.”</td>
</tr>
<tr>
<td>1.1.20</td>
<td>New Definition: “Milestone Invoice”</td>
<td>Insert new definition: “Milestone Invoice” means a due and payable invoice submitted by the Consultant to the Client for payment upon completion of a consecutive milestone according to the agreed schedule for milestone deliverables contemplated by the Services. Such invoice shall be itemised in detail in respect of activities completed, and disbursements incurred in the execution of the Services.</td>
</tr>
<tr>
<td>1.2</td>
<td>Interpretation</td>
<td>Delete the second sentence “If there is…….Particular Conditions”, and replace with the following:</td>
</tr>
<tr>
<td>Paragraph</td>
<td>Text</td>
<td></td>
</tr>
<tr>
<td>-----------</td>
<td>------</td>
<td></td>
</tr>
</tbody>
</table>
| **1.2.5** | Delete the phrase “or agreement” and replace with: “, agreement or consent” and insert after the word “agreement” the words “or consent”.
| **1.5** | **Change in Legislation**
| **1.5.1** | This entire Sub-Clause is deleted and inapplicable.
| **1.6** | **Assignments and Sub-Contracts**
| **1.6.3** | Add the following sentence at the end of the sentence: “The Consultant shall not terminate any sub-contract or sub-consultant presented to the Client as part of its Proposal and upon which basis the Client evaluated, negotiated and awarded the contract to the Consultant.”
| **1.8** | **Notices**
| **1.8.1** | Delete the contents herein and replace with:
| | “Notices to be served under the Agreement shall be delivered to the addresses stated in the Particular Conditions. Delivery can be by hand or electronic (fax or e-mail) with a written confirmation of receipt.”
| **1.9** | **Publication**
| **1.9.1** | The entire Sub-Clause herein is to be deleted and replaced with the following:
| | “During the execution of the Services, the Consultant may only publish that information which is required for the public domain for the purposes of the Services provided and information that already exists in such public domain. The Consultant may publish any non-confidential material relating to the Services or the Project in the public domain after the
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
</table>
|   | Time for Completion or termination of the Agreement solely for the intent of marketing itself or in furtherance of its business activities or as required by a regulatory authority. The Client’s consent shall be obtained by the Consultant to publish any confidential material relating to the Services at any time prior to or after the Time for Completion or termination of the Agreement, or during the Project execution, and which consent shall not be unreasonably withheld."
| 1.11 | **Insert new Sub-Clause 1.11:** |
|   | 1.11.1 Severability If and to the extent any of the provisions of this Agreement is void or unenforceable under the laws governing this Agreement, the Parties agree that such void or unenforceable provision shall not affect the remainder of the Agreement and that such void or unenforceable provision shall be replaced by one that as closely as possible reflects the commercial intent of the Parties as expressed in such void or unenforceable provision." |
| 1.12 | **New Sub-Clause: Insert new sub-clause 1.12:** |
|   | 1.12.1 Entire Agreement This Agreement contains the entire agreement between the Parties, to the exclusion of any terms that may be implied by law which may be excluded by contract, and supersedes any and all written and oral agreements, proposals, negotiations, understandings and representations relating to or connected with the subject matter of this Agreement made or date prior to the date hereof |
| 1.13 | **New Sub-Clause: Insert new sub-clause 1.13:** |
|   | 1.13.1 Amendments Any amendments to this Agreement (including the requirement of amendments having to be in writing) to be valid shall be required to be made in writing and duly signed by the authorised representative of both Parties. |
| 1.14 | **New Sub-Clause: Insert new sub-clause 1.14:** |
1.14.1 Waiver | It is understood and agreed that any delay, waiver or omission by a Party to exercise any right or power arising from any breach or default by the other Party in any of the terms, provisions or covenants of this Agreement shall not be construed to be a waiver by the first Party of any such breach or default and subsequent breach or default of the same or other terms, provisions or covenants on the part of the other Party.

1.15 New Sub-Clause: Insert new sub-clause 1.15:

1.15.1 Survival | All provisions of this Agreement which are expressly or by implication to come into or continue in force and effect after the expiration or termination of this Agreement shall remain in effect and be enforceable following such expiration or termination, subject to the applicable statute of limitation.

1.16 New Sub-Clause: Insert new sub-clause 1.16:

1.16.1 No Third Party Rights | “This Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other person.”

2.3 Assistance

2.3.1 Delete sub-paragraphs (c), (d), (e) and (f).

2.4 Client’s Financial Arrangements

2.4.1 This entire Sub-Clause is deleted and inapplicable.

2.5 Equipment and Facilities

2.5.1 This entire Sub-Clause is deleted and inapplicable.

2.6 Supply of Client’s Personnel

2.6.1 This entire Sub-Clause is deleted and inapplicable.

2.6.2 This entire Sub-Clause is deleted and inapplicable.

2.6.3 This entire Sub-Clause is deleted and inapplicable.
## 2.8 Service of Others

| 2.8.1 | This entire Sub-Clause is deleted and inapplicable. |

## 3.3 Duty of Care and Exercise of Authority

| 3.3.2 | This entire Sub-Clause is deleted and inapplicable. |

## 3.7 Changes in Personnel

| 3.7.1 | Add the following paragraph at the end of the first paragraph:  
“The Consultant shall obtain the Client’s consent to the proposed replacement of its personnel and provide a reasonable explanation for such replacement.” |
| 3.7.2 | Delete the entire Sub-clause and replace with:  
“The cost of such replacement shall be borne by the Consultant.” |

## 4 Commencement, Completion, Variation and Termination

### 4.1 Agreement Effective

| 4.1.1 | Replace the words “letter of acceptance” with “Letter of Acceptance”.  
After the word “formal” insert “Contract”. |

### 4.5 Changed Circumstances

| 4.5.1 | Delete “If” and replace with: If  
Delete the word “irresponsible or” |

### 4.6 Abandonment, Suspension or Termination

<p>| 4.6.1 | Delete “56” and replace with “30” |
| 4.6.2 | Delete “21” and replace with “14” and delete “35” and replace with “21”. |
| 4.6.3 | Sub-Clause (a) herein shall be amended to delete the “28 days” and replaced with “40 days”. |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>Payment</td>
</tr>
<tr>
<td>5.1</td>
<td>Payment to Consultants</td>
</tr>
<tr>
<td>5.1.2</td>
<td>Delete Sub-Clause (b)</td>
</tr>
<tr>
<td>5.1.3</td>
<td>Delete the contents herein and replace with: “The Client shall not be directly liable to any sub-consultants for any fees or disbursements, and shall only be liable for Milestone Invoices issued by the Consultant.”</td>
</tr>
<tr>
<td>5.2</td>
<td>Time for Payment</td>
</tr>
<tr>
<td>5.2.1</td>
<td>After the word “due” insert “and payable” Replace “28” with “30” Delete the word “invoice” and replace with “Milestone Invoice received by the Client”</td>
</tr>
<tr>
<td>5.2.2</td>
<td>This entire Sub-Clause is deleted and inapplicable.</td>
</tr>
<tr>
<td>5.3</td>
<td>Currencies of Payment</td>
</tr>
<tr>
<td>5.3.1</td>
<td>The entire Sub Clause herein is to be deleted and replaced with the following: “The currency applicable to the Agreement is Namibian dollars.”</td>
</tr>
<tr>
<td>5.4</td>
<td>Third Party Charges on the Consultant</td>
</tr>
<tr>
<td>5.4.1</td>
<td>This entire Sub-Clause is deleted and inapplicable.</td>
</tr>
<tr>
<td>5.5</td>
<td>Disputed Invoices</td>
</tr>
<tr>
<td>5.5.1</td>
<td>Delete the last sentence and replace with: “The Client shall pay the Consultant the amount due once the contested items on the invoice have been mutually agreed and resolved by both the Client and the Consultant.”</td>
</tr>
<tr>
<td>5.6</td>
<td>Independent Audit</td>
</tr>
<tr>
<td>5.6.1</td>
<td>The entire Sub Clause herein is to be deleted and replaced</td>
</tr>
</tbody>
</table>
with the following:

“The Consultant shall maintain up-to-date records of all data collected from the field upon installation and shall make these available to the Client on reasonable request for auditing and verification and reconciliation purposes."

| 5.6.2 | This entire Sub-Clause is deleted and inapplicable. |

## 6 Liabilities

### 6.1 Liability and Compensation between the Parties

| 6.1.1 | The entire Sub Clause herein is to be deleted and replaced with the following:

“The Consultant shall be liable to pay compensation to the Client arising out of or in connection with the Agreement if a breach of Clause 3.3.1 is established against him or his sub-consultants. If the Client has to contract a third party to execute or finalize a deliverable (as defined in Sub-Clause 1.1.20) which they fail to execute within the contracted time of the respective Milestone Invoice or the Time Schedule for Services or any agreed time, or to perform an obligation of the Consultant in terms of the Scope of Services due to the failure of the Consultant to rectify its breach, then the Client shall deduct the full costs of such third party from any amount due to the Consultant under this Agreement, and shall account to the Consultant accordingly.” |

| 6.1.3 | Delete the contents of sub-paragraph (c) and replace with the following:

“The Consultant and his sub-consultants shall be jointly and severally liable to the Client, and the Consultant shall bear total liability for all actions or omissions of his sub-consultants.” |

### 6.3 Limit of Compensation

<p>| 6.3.1 | Delete the last sentence completely. |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>6.4 Indemnity</strong></td>
<td>Replace the word “Client” with “Consultant”, and replace the word “Consultant” with “Client”.</td>
</tr>
<tr>
<td><strong>7 Insurance</strong></td>
<td></td>
</tr>
<tr>
<td><strong>7.1 Insurance for Liability and Indemnity</strong></td>
<td></td>
</tr>
<tr>
<td><strong>7.1.3</strong></td>
<td>Delete the word “Client” and replace with: “Consultant”</td>
</tr>
<tr>
<td><strong>7.2 Insurance of Client’s Property</strong></td>
<td></td>
</tr>
<tr>
<td><strong>7.2.3</strong></td>
<td>Delete the word “Client” and replace with: “Consultant”</td>
</tr>
<tr>
<td><strong>8 Disputes and Arbitration</strong></td>
<td></td>
</tr>
<tr>
<td><strong>8.1 Amicable Dispute Resolution</strong></td>
<td>Delete the contents herein and replace with the following: “Any disputes (whether formally declared or not) arising out of or in connection with the Agreement shall be settled through amicable discussion between the Chief Executive Officers or their delegates of the respective Parties, and which discussion must take place within seven (7) working days of either Party declaring a dispute in terms of this Agreement. If the dispute is not resolved at such meeting then within five (5) working days of such meeting, the Parties shall agree upon a neutral mediator and attempt to resolve their dispute by mediation in accordance with Clause 8.2.”</td>
</tr>
<tr>
<td><strong>8.2 Mediation</strong></td>
<td>Delete a part of the last sentence starting with “…that a mediator be appointed by the President of FIDIC.” And replace with: “the mediator identified in the Particular Conditions to intervene.” Delete the last sentence of this Sub-clause.</td>
</tr>
</tbody>
</table>
New Sub-Clause: "Performance to Continue"

```
“Performance of this Agreement shall continue during negotiations of any dispute (whether formally declared or not), mediation or arbitration proceedings and during any litigation relating to the enforcement of arbitral judgements. For the avoidance of any doubt, the dispute shall not prevent either party from performing its obligations in terms of the Agreement and the specific issue(s) in dispute shall be narrowly interpreted to enable all other performance (including where possible related obligations) to continue, however the Party claiming the dispute shall not be forced to perform the disputed obligation.”
```

New Sub-Clause: "Survival"

```
“The provisions of this Clause 8: Disputes and Arbitration shall survive the expiration or earlier termination of this Agreement.”
```

### 1.3 Part C – Appendices

The Appendices applicable to this Contract are:

- Appendix 1 – Scope of Services
- Appendix 3 - Remuneration and Payment
- Appendix 4-Time Schedules for Services

Note that Appendix 2. “Personnel, Equipment, Facilities and Services of Others to be provided by the Client” is not applicable to these Services and is therefore deleted for this Contract.
NPWR/2015/68

TENDER FOR PROCUREMENT OF LED CHAMPIONS REQUIRED FOR THE NAMPOWER 1mLED CAMPAIGN

Volume B1

Terms of Reference
This page is intentionally left blank.
CONTENTS

1. PREAMBLE .................................................................................................................. 4
2. INTRODUCTION ........................................................................................................... 4
3. OVERVIEW OF 1MLED CAMPAIGN .......................................................................... 4
4. SCOPE OF SERVICES .................................................................................................. 5
4.1 OVERVIEW OF THE SCOPE OF SERVICES .......................................................... 5
4.2 EXECUTION OF THE SERVICES ............................................................................ 5
4.3 PROJECT OFFICE AND EQUIPMENT ................................................................. 10
4.4 RESIDENTIAL SURVEY ...................................................................................... 10
4.5 TRAINING ................................................................................................................ 11
4.6 RECRUITMENT AND MANAGEMENT OF INSTALLERS ...................................... 12
4.7 DOCUMENTATION MANAGEMENT .................................................................... 12
4.8 UNIFORMS AND IDENTIFICATION CARDS ......................................................... 13
4.9 WAREHOUSING ..................................................................................................... 13
4.10 COMMUNICATION .................................................................................................. 14
4.11 TRANSPORTATION ............................................................................................... 14
4.12 INSURANCE ............................................................................................................ 15
5. INSTALLATION REQUIREMENTS ............................................................................... 15
5.1 PLANNING AND SCHEDULING ............................................................................ 15
5.2 THE MANAGEMENT OF THE INFORMATION ....................................................... 16
5.3 REMUNERATION AND PAYMENT ....................................................................... 16
5.4 DELIVERABLES PER MILESTONE ....................................................................... 17
5.5 PROGRESS REPORTING ......................................................................................... 18
5.6 INSPECTION BY NAMPOWER ............................................................................ 18
5.7 MEASUREMENT AND VERIFICATION (M&V) REQUIREMENTS ............................. 18
5.8 COMPLAINTS HANDLING ...................................................................................... 19
5.9 NON-PARTICIPATION OF HOUSEHOLDS ............................................................. 19
6. CONTRACTING ........................................................................................................... 20
7. ALLOCATION OF LED CHAMPIONS ....................................................................... 20
8. APPENDICES ............................................................................................................. 21
8.1 APPENDIX 1: DATA GATHERING AND INDEMNITY FORM ............................... 22
8.2 APPENDIX 2: PRELIMINARY ROLL-OUT SCHEDULE ......................................... 22
1. **PREAMBLE**

The following terms of reference forms part of the Tender Documents for the procurement of the LED Champions required for the 1mLED Campaign. These terms of reference are envisaged as the minimum requirements for LED Champions to execute the installation of the LED bulbs for the NamPower 1mLED Campaign.

2. **INTRODUCTION**

The supply and demand scenario in Namibia shows a trend of significant power supply shortage in the foreseeable future, due to the increase in the demand and limited generating capacity. The situation has thus prompted NamPower to implement various solutions under its Short-Term Critical Supply (STCS) Project to address the shortage of electricity. One of these projects is the NamPower Demand Side Management (DSM) Project, which aims to reduce demand on the NamPower network during peak times and cost effectively address the electricity supply constraints. NamPower’s DSM Project includes four separate DSM campaigns:

1. The one million light emitting diode campaign (1mLED Campaign);
2. The twenty thousand solar water heater campaign (20kSWH Campaign);
3. The Virtual Power Station and Demand Reduction campaign (VPS&DR Campaign) and
4. The Public Awareness and Information campaign (PAI Campaign) that supports the implementation of the first three campaigns.

3. **OVERVIEW OF 1MLED CAMPAIGN**

The objective of the 1mLED Campaign is to replace one (1) million critical domestic incandescent bulbs which are likely to be switched on during peak times with light emitting diode (LED) bulbs. The methodology behind the implementation of the 1mLED Campaign is to use LED Champions who will recruit local installation teams to install the LED bulbs on a door-to-door basis. The LED bulbs will be procured by NamPower and issued free of charge to the LED Champions for installation in the beneficiaries’ houses. The roll-out of the 1mLED Campaign is planned to be completed within 18 months.

The country will be divided into three Clusters namely the Northern, Southern and Western Clusters. The details of each Cluster are provided in section 4.2.4. NamPower intends to procure one LED Champion for each of the three Clusters identified.

The implementation of the 1mLED Campaign will follow a single roll out approach, whereby:
• A full-scale country-wide roll-out of the campaign in which approximately one million (1 000 000) LED bulbs will be installed. NamPower will order the 1mLED bulbs in batches, whereby the size of the batch and the type (fitting type, wattage) of LED bulbs in the batch, will depend on the outcomes of the previous batch. LED champions will collect and install the bulbs as they are available. In this way, the effectiveness of the local implementation teams can be monitored and adjustments can be made to the roll-out as and when required.

• Each of the urban locations targeted by the campaign will follow a ‘first--Mini-and-then-the-Midi’ implementation approach. This will allow the LED Champion the opportunity to practice and refine the roll-out. In this way, the effectiveness of the local implementation teams can be monitored and adjustments can be made to the roll-out as and when required.

The 1mLED Campaign will be closely monitored and verified to ensure that the demand and energy savings as a result of the Campaign are accurately accounted for and reported.

4. SCOPE OF SERVICES

4.1 Overview of the Scope of Services

The LED Champion will be responsible for the execution of the 1mLED Campaign by implementing a door-to-door replacement programme, by making use of local installers in the respective towns across the country.

The LED Champion will collect the bulbs from the NamPower depot, recruit and train the local installers, distribute the LED bulbs to the local installers, manage the installation process, gather and manage the information from the re-fitted households and capture the data on an online data portal provided by NamPower. The LED Champion shall also be responsible for disposing of the replaced incandescent / CFL bulbs after a reconciliation process. The detailed Scope of Services for the LED Champion is presented in the sections to follow.

4.2 Execution of the Services

4.2.1 Installation teams

The installation teams shall be recruited from the local inhabitants of the towns/villages in which the installation is taking place. Recruitment of all installers shall be done through the governor’s
office or local town council; whichever is applicable. Each installation team shall consist of two installers and a runner.

Prior to the arrival of the installers, the runner will assess whether an adult is present at the particular house and whether the household is willing to participate in the 1mLED Campaign. No installation will take place if an adult is not present at the particular house at the time of installation. Communication between the runners and the installation teams may be established by means of two-way radios, but the LED Champion may propose an alternative means of communication between the installers and the runner. As a minimum, each installation team will be equipped with the following items:

- Identification documentation with the NamPower and LED Champions logo;
- A 2m step ladder to assist with installations;
- A set of indemnity and data gathering forms;
- A pen and notepad to assist the homeowner in completing documentation;
- A GPS device to record the coordinates of the beneficiary’s house, and
- Two way communication radio or alternative communication device.

4.2.2 Installation process

The installation process must strictly follow the installation protocol to ensure that the replacement process is both systematic and effective. Installation protocols shall be explained to the LED Champions during the training workshops conducted by NamPower.

Only incandescent bulbs that are most likely to be switched on during peak hours are to be replaced by LED bulbs. In most cases, these lights are located in the kitchen, lounge and possibly the corridor. A maximum of 6 LED bulbs will be replaced per house. No bedroom, garage or outdoor lighting shall be replaced with LEDs.

Only broken / non-functioning CFL’s in critical sockets, as stated above, will be replaced with LED bulbs. LED bulbs will not be installed in empty light sockets.

The LED Champion shall return all remaining LED bulbs as well as the replaced incandescent bulbs to the NamPower depot for reconciliation and crushing.

After the LED bulbs have been returned to the NamPower depot, reconciled with incandescent bulbs and crushed, the LED Champion shall dispose of all the incandescent bulbs at a suitable disposal facility.
The reconciliation and crushing of incandescent bulbs will be performed by an independent party, which will be appointed by NamPower.

4.2.3 Collection and distribution of LED bulbs to local installers

The LED Champion shall be responsible for the collection of the LED bulbs from the NamPower depot and safe keeping of the LED bulbs at its own facility. The storage and warehousing facility shall meet the requirements specified in section 4.9. The LED Champion shall be liable for any theft or damage to the LED bulbs from the time the LED bulbs are loaded at NamPower depot onto the LED Champions transportation until the LED bulbs have been successfully installed in the beneficiary’s house.

The LED Champion shall distribute the LED bulbs to the installation teams who will then install the LED bulbs as per the approved installation schedules.

4.2.4 Clustering of regions

For the purposes of implementation, the country is divided into three Clusters, namely the Northern, Southern and Western clusters where each Cluster consists of the following regions:

The Northern Cluster consists of the following regions:

- Kavango East (previously Kavango);
- Kavango West (previously Kavango);
- Kunene;
- Ohangwena;
- Omaheke;
- Omusati;
- Oshana;
- Oshikoto;
- Otjozondjupa; and
- Zambezi (previously Caprivi).

The Southern Cluster consists of the following regions:

- Hardap;
- //Karas; and
- Khomas (excluding part of Windhoek in Western Cluster).

The Western Cluster consists of the following regions:

- Erongo; and
• Khomas (only a part of Windhoek).

The location of each region is indicated below in Figure 2 below.

Figure 2: Namibian regions

The LED Champion will be responsible to implement the 1mLED Campaign in all towns or settlements with more than 100 electrified houses in each of the regions falling within the assigned Cluster.

As part of the tail-end process; NamPower will engage with the Local Authorities to distribute LED bulbs to towns or settlements with less than 100 electrified houses.

Below is a non-exhaustive list of the main towns identified in the respective Clusters.

Table 3: Main towns per region

<table>
<thead>
<tr>
<th>Region</th>
<th>Town</th>
<th>Electrified households</th>
<th>Electrified households per region</th>
<th>Western cluster</th>
<th>Northern cluster</th>
<th>Southern cluster</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erongo</td>
<td>Arandis</td>
<td>1 150</td>
<td></td>
<td>1 150</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Karibib</td>
<td>788</td>
<td></td>
<td>788</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Omaruru</td>
<td>903</td>
<td></td>
<td>903</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Swakopmund</td>
<td>11 778</td>
<td></td>
<td>11 778</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Walvis Bay</td>
<td>18 027</td>
<td></td>
<td>18 027</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Usakos</td>
<td>585</td>
<td></td>
<td>585</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Region</td>
<td>Town</td>
<td>Electrified households</td>
<td>Electrified households per region</td>
<td>Western cluster</td>
<td>Northern cluster</td>
<td>Southern cluster</td>
</tr>
<tr>
<td>----------------------</td>
<td>----------</td>
<td>------------------------</td>
<td>-----------------------------------</td>
<td>-----------------</td>
<td>-----------------</td>
<td>------------------</td>
</tr>
<tr>
<td>Hardap</td>
<td>Henties Bay</td>
<td>1067</td>
<td></td>
<td>1 067</td>
<td>2 411</td>
<td>5 871</td>
</tr>
<tr>
<td></td>
<td>Mariental</td>
<td>2 411</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rehoboth</td>
<td>5 871</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aranos</td>
<td>333</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Karas</td>
<td>Karasburg</td>
<td>681</td>
<td></td>
<td></td>
<td>681</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Keetmanshoop</td>
<td>3 922</td>
<td></td>
<td></td>
<td>3922</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Luderitz</td>
<td>3 133</td>
<td></td>
<td></td>
<td>3133</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Oranjemund</td>
<td>1 666</td>
<td></td>
<td></td>
<td>1666</td>
<td></td>
</tr>
<tr>
<td>Kavango East</td>
<td>Rundu</td>
<td>5 853</td>
<td></td>
<td>5 853</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Nkurenkuru</td>
<td>110</td>
<td></td>
<td>110</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Komas</td>
<td>Windhoek</td>
<td>58 206</td>
<td></td>
<td>58 206</td>
<td>23 206</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kunene</td>
<td>Khorixas</td>
<td>1 276</td>
<td></td>
<td>1 276</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Opuwo</td>
<td>1 074</td>
<td></td>
<td>1 074</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Otjoo</td>
<td>1 231</td>
<td></td>
<td>1 231</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oshana</td>
<td>Ondangwa</td>
<td>2 661</td>
<td></td>
<td>2 661</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ongwediva</td>
<td>3 137</td>
<td></td>
<td>3 137</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Oshakati</td>
<td>4 503</td>
<td></td>
<td>4 503</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oshikoto</td>
<td>Omuthiya</td>
<td>209</td>
<td></td>
<td>209</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tsumeb</td>
<td>3 255</td>
<td></td>
<td>3 255</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otjozondjupa</td>
<td>Grootfontein</td>
<td>2 889</td>
<td></td>
<td>2 889</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Okahandja</td>
<td>3 718</td>
<td></td>
<td>3 718</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Okakahara</td>
<td>621</td>
<td></td>
<td>621</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Otavi</td>
<td>649</td>
<td></td>
<td>649</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Otjiwarongo</td>
<td>5 291</td>
<td></td>
<td>5 291</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Otjozondjupa</td>
<td>Eenhana</td>
<td>782</td>
<td></td>
<td>782</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Helao Nafidi</td>
<td>2 283</td>
<td></td>
<td>2 283</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Omaheke</td>
<td>Gobabis</td>
<td>2 157</td>
<td></td>
<td>2 157</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Otjinene</td>
<td>274</td>
<td></td>
<td>274</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Omusati</td>
<td>Okahao</td>
<td>397</td>
<td></td>
<td></td>
<td>397</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Outapi</td>
<td>1 206</td>
<td></td>
<td></td>
<td>1206</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Oshikuku</td>
<td>487</td>
<td></td>
<td></td>
<td>487</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ruacana</td>
<td>387</td>
<td></td>
<td></td>
<td>387</td>
<td></td>
</tr>
<tr>
<td>Zambezi</td>
<td>Katima Mulilo</td>
<td>5 052</td>
<td></td>
<td>5 052</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>160 023</td>
<td></td>
<td>57 504</td>
<td>49 502</td>
<td>53 017</td>
</tr>
</tbody>
</table>
4.2.5 Roll-out schedule

A preliminary roll out schedule per Cluster is provided in Appendix 2. The LED Champion may propose an alternative roll out schedule to NamPower in the detailed installation plan.

It is NamPower’s preference that the installation plan prioritises the areas with higher density of electrified households in order to maximise early energy savings. The sequence of installations shall be detailed in the respective installation plans, and NamPower will review, discuss and approve these installation plans prior to the commencement of installations.

The LED bulbs will be ordered and delivered by NamPower in accordance with the installation plan which is submitted by the LED Champion and agreed with NamPower.

4.3 Project Office and Equipment

The LED Champion shall establish a project office in each of the regions in its allocated Cluster. This office will be used as a management office for planning, monitoring and reviewing the progress and management of other day-to-day activities necessary for the 1mLED Campaign.

The LED Champion shall also ensure that the project office is equipped with the required communication, copy, scan, fax and email facilities and equipment.

4.4 Residential Survey

Prior to the commencement of the campaign roll-out, the LED Champion shall perform a residential survey of the towns for that Cluster.

When executing the residential survey, the LED Champion shall determine the number of households in a given town and in the region as a whole. From the survey, the LED Champion shall group the areas, determine the required size of the installation teams, develop an installation schedule and plan the detailed logistics around the installation work, including a detailed installation plan. As a minimum the detailed installation plan will consist of the following:

- A detailed installation schedule including milestone events and payments to at least level 4;
- Sequencing of suburbs and towns;
- Determination of the number of households per town;
- Details of the installation teams, including the identification and uniform;
- Estimated number of LED bulbs required;
• LED bulb supply schedule (i.e. estimated volume of LED bulbs required from the NamPower depot and by when);
• Procurement process for installers and staff;
• Documentation management system;
• Training of installers and staff; and
• Security and stock control procedures.

The LED Champion shall then arrange a workshop with NamPower to discuss the installation plan. The installation plan will be subjected to the approval of NamPower and upon approval; it will be used by the LED Champion for the actual installation of the LED bulbs.

The estimated number of LED bulbs will be based on the assumption that each household will receive a maximum of 6 bulbs. In determining the estimated number of LED bulbs required per town, the LED Champions should utilise the latest census information as well as relevant information from municipalities and local authorities. A detailed house to house survey is not required.

NamPower will remunerate the LED Champion for the work completed, including the residential survey. The LED Champions will be afforded sufficient time to complete the surveys as well as the installation process as per the agreed time schedule.

4.5 Training

The LED Champions shall be trained by NamPower prior to the commencement of the installations, based on a training manual developed by NamPower. Training will be held at a venue in Windhoek after awarding of the Contract to the successful Tenderer(s). The following training topics will be covered in the training sessions:

• Installation protocol;
• Procedural training;
• Stock control;
• Documentation handling;
• Health and safety requirements;
• Auditing requirements from M&V team;
• Incandescent bulb disposal requirements;
- Progress report format and frequency;
- LED delivery and collection protocol at NamPower central depot;
- Recruiting of installers;
- Identification of installers and
- Other items deemed necessary for the successful roll-out of the project.

Thereafter, the LED Champion shall be responsible for the training of his/her respective staff members and installers. It is imperative for the LED Champion to ensure that the installers are well acquainted with installation protocols, documentation requirements and necessary stock control measures.

The costs for the training workshop (including the man-hours for the trainers, venue hire and refreshments etc.) will be borne by NamPower, however all costs for travel to Windhoek as well as the costs for accommodation in Windhoek for the LED Champion’s personnel will be borne by the LED Champion.

4.6 Recruitment and management of installers

The LED Champion shall be responsible for the recruitment of the installers who will be used in the door-to-door installation of LED bulbs. The LED Champion shall ensure that the installers are ALL from the local communities where the installation will take place. To this end, the LED Champion will liaise with the relevant Local Authority regarding the recruitment of the installers from the local community.

The LED Champion shall acquaint itself with all regulations and legislation that impact the Scope of Services as well as any aspect that may influence the rate at which work shall be performed, including but not limited to public holidays and overtime arrangements etc.

The LED Champion shall be responsible for appointment, training, remuneration, management, supervision, transportation, and coordination of the installation teams required to fulfil the obligations under this Scope of Services.

4.7 Documentation Management

The LED Champion shall maintain records of all the information gathered during the installation process; including but not limited to the number of LEDs exchanged, the number of LEDs remaining, the number of incandescent bulbs replaced, beneficiary information, etc.). The
principal data collection method shall be by completion of a data gathering form and indemnity forms; as provided in Appendix 1.

The LED Champion shall keep records (both hard copy and scanned format) of all the data forms and shall submit these to NamPower at the completion of each of the milestones as described in section 5.2 below. In addition, the LED Champion shall submit an employment schedule to NamPower providing the details of the installers utilised in the various towns. The employment schedule, as a minimum, shall include the dates that the installers were contracted or employed, the identification number for each installer and his/her contact details. The LED Champions shall also keep a copy of the each installer’s ID for one (1) year after termination of the Contract.

The LED Champion shall upload the gathered information to NamPower’s online database, which will be used to track the performance of the 1mLED Campaign. The online database will be developed and managed by NamPower’s IT department. It is up to the LED Champions discretion whether the data is uploaded to the data base while the installer is in the field or at the end of each day’s installation. However data gathering forms must be uploaded to the NamPower online database within three (3) workings from the date of the installation.

4.8 Uniforms and identification cards

Each installer shall be uniquely identified by means of an identification card. NamPower shall issue a sample of the identification card to the LED Champions who will be responsible to procure and provide such identification cards to each installer. The LED Champion shall be responsible for controlling the printing and distribution of these identity cards so that they are only used by legitimate installers. The LED Champion must ensure that the identification cards are repossessed from installers who are no longer in the employ of the LED Champion and/or whose towns or suburbs have been completed.

Installers are also required to wear uniforms as a means of identification. The proposed uniform for the installers will be submitted to NamPower for review and approval. The costs for the uniforms will be borne by the LED Champion.

4.9 Warehousing

The LED Champion shall have access to adequate warehouse facilities for the safe storage of LED bulbs in the various regions. The warehouse shall meet the following requirements:

- Be located in a secure location;
- Provide adequate safety and security for the storage of the LED bulbs;
- Have 24hr surveillance;
- Be suitably designed to allow ease of handling of the LED bulbs (including loading, off-loading and re-distribution within the warehouse);
- Provide adequate storage capacity for the safekeeping and storage of LEDs as per the installation plan;
- Ensure that the temperature inside the warehouse is maintained to 25°C; and
- Have sufficient lighting both inside and outside the warehouse.

The LED Champion shall have the necessary procedures in place to manage and control the stock for the 1mLED Campaign. These management and stock control procedures shall be submitted to NamPower for review and approval, prior to the commencement of the installation work. It is the responsibility of the LED Champion to inform NamPower, one (1) week in advance that the LED Champions needs to replenish its stock from NamPower stores.

NamPower reserves the right to inspect the warehouse and review the implementation of the stock control procedures, at any time, before or during the implementation of the 1mLED Campaign.

4.10 Communication

The LED Champion shall be responsible to provide means of communication between runners and installation teams as well as between installation teams and the project manager/coordinate/project office.

4.11 Transportation

The LED Champion shall as a minimum be responsible to provide the following transportation:

- Transportation of installation teams to / from / between the houses that form part of the Scope of Services in the relevant Cluster and region of execution;
- Transportation of the LED bulbs from the NamPower Depot to the LED Champions warehouse;
- Transportation of LED bulbs from LED Champion’s warehouse to beneficiary’s households;
- Transportation of the remaining LED bulbs back to the NamPower Depot, and
- Transportation of incandescent /CFL bulbs to disposal facility.
4.12 Insurance

The LED Champion shall be responsible for the insurance of the LED bulbs from loading at the NamPower depot until installation in the beneficiary’s households.

The LED Champion shall also be responsible for public liability insurance, vehicle insurance, equipment insurance and any other insurance deemed necessary to cover the LED Champion for the execution of the Services.

5. INSTALLATION REQUIREMENTS

5.1 Planning and scheduling

Based on the residential survey, the LED Champion shall provide NamPower with installation schedules for the allocated town, region and Cluster; and the details of the installation teams for the respective towns where the installations will take place.

The above information shall be submitted as part of the installation plan, and NamPower will review, discuss and approve the schedules and teams prior to the commencement of the installation. The LED champion may propose an alternative roll out schedule to NamPower in the detailed installation plan. The LED Champion shall honour this time schedule and shall give notice to NamPower of any deviations from the agreed time schedule, should there be any.

After the appointment of the successful LED Champion(s), NamPower will provide a template of the installation schedule to each LED Champion. The LED Champion shall use this template to develop its installation schedule for its allocated Cluster.

The LED Champions will also be required to use the NamPower appointed advertising agency to advertise the installation schedules in the various towns throughout the installation stages.

During the execution of the project, the LED Champion will on a regular basis provide the details of the installation schedules to NamPower (i.e. installation town, suburb and dates). NamPower will be responsible to advertise these installation schedules in the local newspapers.

The management of all marketing material for the 1mLED campaign will be the responsibility of NamPower.
5.2 The management of the information

The management of the data gathering and indemnity forms (as well as any inspection sheets and checklists, if required) will be the responsibility of the LED Champion.

5.3 Remuneration and Payment

Remuneration and payment for the Services will be effected on a milestone basis after the relevant documentation (field documentation gathered and information captured on the online database) has been submitted to NamPower for review and approval. Milestone payments are generally divided into two categories namely; project management costs and installation costs. The remuneration and payment milestones are provided in Table 4 below:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Document required</th>
<th>Installation cost</th>
<th>Project management cost (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Milestone 1</td>
<td>Submission of installation plan</td>
<td>Approved installation plan</td>
<td></td>
<td>10% of PM costs for 1mLED campaign</td>
</tr>
<tr>
<td>Milestone 2</td>
<td>Ready to start the campaign roll-out</td>
<td>Ready to start 1mLED Campaign report</td>
<td></td>
<td>20% of PM costs for 1mLED campaign</td>
</tr>
<tr>
<td>Milestone 3a(i to n) (Where n = towns)</td>
<td>End of town installations</td>
<td>End of town report &amp; field documentation</td>
<td>Total costs due for HH split in 5 payments</td>
<td></td>
</tr>
<tr>
<td>Milestone 3b (i to n) (Where n = towns)</td>
<td>End of town installation</td>
<td>Project management report</td>
<td></td>
<td>50% of PM / 5 = 10%</td>
</tr>
<tr>
<td>Milestone 4</td>
<td>Close out report and final report approval</td>
<td>Field documentation &amp; successful reconciliation</td>
<td></td>
<td>20% of PM costs</td>
</tr>
<tr>
<td>Interim*</td>
<td>Interim payment</td>
<td>Field documentation</td>
<td>Total costs due for HH installed</td>
<td></td>
</tr>
</tbody>
</table>

Note: PM = Project Management; HH = Household; * = Interim payment

Only after the gathered data has been uploaded onto the NamPower online portal and uploaded information has been verified by NamPower, can the LED Champion submit its tax invoice to NamPower for payment.
The installation costs (HH) will be a pro rata payment for the number of LED bulbs installed.

The project management costs (PM) shall include, but not be limited to, the costs associated with the project office, warehousing, equipment, uniforms & identification cards, communication, transportation, insurance, training and recruitment.

5.4 Deliverables per Milestone

Milestone 1 constitutes the submission and approval of the installation plan for the 1mLED campaign by NamPower. As part of the deliverables, the LED Champion shall conduct a residential survey (refer to section 4.4) in order to produce an installation plan for the 1mLED Campaign. The LED Champion shall submit the installation plan to NamPower for review and approval. Only when the installation plan has been approved by NamPower will this milestone payment be due.

In order to meet the deliverables of Milestone 2, the LED champion shall be ready to start with the installation. This means that the LED Champions shall have all aspects of the installation in place including, but not limited to: the warehouse ready for operation, the installation teams appointed, the installation schedules approved and broadcasted; the uniforms and identification cards issued to the installation teams. Only on completion of these requirements, will the LED Champion be entitled to a milestone payment as stipulated in the Table 2.

The required deliverables for milestone 3 are that the LED Champion should have completed installations in towns, which includes but is not limited to: the campaign report submitted to, and approved by NamPower, all field information captured on the online portal and hard copies of the data gathering forms made available to NamPower. Successful completion of these deliverables will result in the payment of milestone 3 as per Table 4.

Milestone 4 constitutes the final deliverable which is the submission and acceptance by NamPower of a close-out report and supporting documentation.

In larger towns (e.g. Windhoek, Walvis Bay and Swakopmund) where the installation could take more than a month to complete, the LED Champion may submit an interim invoice once 50% of the installation has been completed (referred to as an interim milestone in the milestone table above). NamPower shall then, upon verification of the invoice and supporting documents, pay the LED Champion for the work actually performed.
5.5 Progress Reporting

Progress reports shall be submitted at each of the following milestones:

- **Milestone 1**: installation plan for the 1mLED campaign;
- **Milestone 2**: ready to start report including warehouse arrangements, appointment and training of installation teams, uniform and IDs issued to installers and installation schedules broadcasted;
- **Milestone 3**: end of town installation reports;
- **Milestone 4**: close-out report;
- **Ad-hoc reports**: as and when required, for example upon receipt of complaints, theft and similar non-standard occurrences;
- **Interim milestone reports**: detailing the work performed, the challenges faced and the planned set of activities.

5.6 Inspection by NamPower

At any stage of the 1mLED Campaign, the LED Champions shall make available its premises, implementation protocols and stock control procedures to NamPower for inspection.

NamPower, together with the respective LED Champion, will reconcile the LED bulbs used in the 1mLED Campaign, based on relevant field documentation such as the data gathering and indemnity forms. LED Champions shall be liable for unused LED bulbs or those not accounted for.

Inspections and reconciliations shall be undertaken at each campaign milestone as well as when considered necessary by NamPower.

5.7 Measurement and verification (M&V) requirements

An independent Measurement and Verification (M&V) team will be appointed by NamPower to evaluate and calculate the energy demand (MW) saved as a result of replacing the incandescent bulbs with LED bulbs. This will be performed at the end of each of the phases of the 1mLED Campaign. M&V assessments will be undertaken on a regular basis during the LED Campaign and at the end of each of the phases of the LED Campaign.
The M&V team will also audit the LED Champion’s installations to verify that the installation complies with the specified process and procedures. The audit will be performed on a sample of two percent (2%) of randomly selected households after the installation is complete in each town.

To ensure that the M&V process is effective, the LED Champion shall ensure that the M&V team is provided with the relevant documentation, including the data gathering and indemnity forms. Any non-compliance, collusive or corrupt practise identified by the M&V team will be formally reported to NamPower. The LED Champion shall be liable for any non-compliance and for any LED bulbs which are not accounted for. The LED Champion shall be required to pay NamPower for the damaged or missing LED bulbs at the cost price of the LED bulbs to NamPower.

5.8 Complaints handling

The LED Champion shall be required to log all complaints received from Beneficiaries as a result of the 1mLED Campaign roll-out in the residential areas. Complaints concerning defective LED bulbs which need to be exchanged shall be logged and referred to the local distributor of LED bulbs by the LED Champion.

Each complaint shall be logged and recorded by the LED Champion and an email summarising the complaint shall be sent to NamPower, not later than two (2) working days after the complaint was lodged. In addition, a summary of all complaints shall be included in the following progress report.

5.9 Non-participation of households

In cases where households are unwilling to participate in the 1mLED Campaign, or where a village, town or region is non-cooperative, the LED Champion responsible for the Cluster may be requested to move to the next town or region within their respective Cluster to minimise delays.
6. CONTRACTING

The contracting basis for the Scope of Services shall be FIDIC Client/Consultant Model Services Agreement, 2006 edition.

7. ALLOCATION OF LED CHAMPIONS

The LED Champion must clearly indicate the Cluster for which it is tendering.

It must be noted that:

• Only one LED Champion will be allocated to one Cluster.

• NamPower may decide to allocate one LED Champion to more than one Cluster.

• There will be no overlapping of the LED Champion’s responsibilities between Clusters.
8. APPENDICES
8.1 Appendix 1: Data gathering and indemnity form

Adobe Acrobat Document

8.2 Appendix 2: Preliminary roll-out schedule
NAMPOWER TENDER BOARD

Enquiries: Ms M Sampati
Tel: (+264 61) 205 2206
E-Mail: tenders@nampower.com.na

TENDER NO: NPWR/2015/68
CLOSING DATE: Friday, 4 December at 12H00
DESCRIPTION: Tender for Procurement of LED Champions required for the NamPower 1mLED Campaign

TENDERER: ...............................................................
CONTACT PERSON: ....................................................
ADDRESS: ................................................................
...........................................................................
...........................................................................
TEL: ........................................................................
MOBILE: ..................................................................
E-Mail: ....................................................................

DOCUMENTS MUST BE DELIVERED TO:

THE TENDER ADMINISTRATOR NAMPOWER
3 RD FLOOR, ROOM F3.23
NAMPOWER CENTRE
15 LUTHER STREET
WINDHOEK
NAMIBIA
C1 Returnable Form

General and Specific Company Information

The general and specific company information comprises part of these Tender Documents.

*Data left open or [square bracketed] shall be filled in by the Tenderer.*

The completed form shall be submitted with the technical proposal.

*Complete Returnable Form C1 for each entity in any consortium/ JV/ partnership/ grouping.*
1. Organisation Details

Company Name:

Registered Office:

Registered Number:

Legal Form of Organisation:

Country of Incorporation:

Date of Incorporation:

Parent Company Name:

Registered Office of Parent Company:

Are you part of a Group of Companies?

☐ Yes  ☐ No

If yes, please enclose an organisation chart of the group.
2. Contact Details

Address to which any correspondence / documentation should be sent:

Address:

Post Code:
Telephone No.:
Facsimile No.:
e-mail Address:

Company Official to whom any query regarding questionnaire should be directed:

Name:
Position:
Telephone:
e-mail Address:
3. Financial Details

(a) Please enclose one copy of your audited financial statements in English for each of the last three financial years. If the Company is listed publicly, the Consultant shall indicate in the Proposal the relevant exchange(s) on which the Company is listed and shall provide in its Proposal a copy of each annual statement and other material filings which have been submitted to the relevant exchange in the past thirty-six (36) months. If the Tenderer is a closed corporation, the Tenderer shall provide financial statements prepared by an accountant that belongs to the Public Accountants and Auditors Board (PAAB) for the last three years. If the Tenderer is incorporated for less than three years, the Tenderer shall provide financial statements for the year(s) it has been incorporated.

Accounts enclosed:

☐ Yes ☐ No

(b) Please confirm that the company has a liquidity ratio (current assets/current liabilities) of not less than 1.

☐ Yes ☐ No

(c) Has your company fulfilled its obligations in relation to payment of taxes in Namibia (if applicable) and country of registration?

☐ Yes ☐ No

If yes, Please provide certificate of good standing from the Receiver of Revenue (or equivalent).

(d) Has your company fulfilled its obligations in relation to the Namibian Social Security regulations? (only if applicable)

☐ Yes ☐ No

If yes, Please provide certificate of good standing from the Social Security (if applicable).

(e) Has your company fulfilled its obligations in relation to the Namibian Equity Commission regulations? (only if applicable)
If yes, Please provide certificate of good standing from the Employment Equity Commission

4. Resource Details

Tenderers shall provide:

(a) Details of the company’s size and organisational structure

Organisational chart provided:

☐ Yes ☐ No

(b) If the Tenderer is a consortium or joint venture agreement, provide the consortium or joint venture agreement:

Agreement provided:

☐ Yes ☐ No

(c) Details of the company’s management expertise, legal, technical, financial and economic capacity/resources to complete the Works

Information provided:

☐ Yes ☐ No
C2  Returnable Form

Form of Letter of Tender

The Form of Letter of Tender comprises part of this Tender Documents.

*Data left open or [square bracketed] shall be filled in by the Tenderer.*

The completed Form of Letter of Tender shall be submitted with the Tender Submission.
FORM OF LETTER OF TENDER

(TO BE PROVIDED ON TENDERER’S COMPANY LETTERHEAD)

To: The Managing Director
    Namibia Power Corporation (Pty) Ltd (NamPower)
    NamPower Centre (Head Office)
    15 Luther Street
    P.O. Box 2864
    Windhoek
    Namibia

RE: NAMPOWER TENDER NO.: NPWR/2015/68 – TENDER FOR PROCUREMENT OF LED CHAMPIONS REQUIRED FOR THE NAMPOWER 1MLED CAMPAIGN

We have examined, understood and checked the complete set of Tender Documents, specifically the Conditions of Contract (FIDIC Client/Consultant Model Services Agreement 4th Edition 2006) and the requirements in respect of the above-referenced Tender.

We have ascertained that it contains no errors or other defects. We accordingly offer to execute and complete the works in conformity with the Tender Documents which includes this Letter of Tender. We agree to abide by this Tender and it shall remain binding upon us and may be accepted at any time before the expiry of the Tender Validity Period. We acknowledge that the Tender Documents, including without limitation the Conditions of Contract comprising the FIDIC Client/Consultant Model Services Agreement, the Contract Particular Conditions and Amendments to the FIDIC Client/Consultant Model Services Agreement forms part of this Letter of Tender.

If this offer is accepted, we will sign the Contract Agreement (together with the Conditions of Contract and Annexures thereto, referred to as the "Contract") and commence the works as soon as is reasonably possible and complete the works in accordance with the Contract within the time specified by the Consultant. Unless and until a formal Contract Agreement is prepared and executed, this Letter of Tender together with your written acceptance thereof, shall constitute a binding contract between us.
We understand that you are not bound to accept any Tender Submission that you may receive, and that any decision in respect of the award of this tender by the NamPower Board is final and binding upon us.

Name in Capital Letters: ____________________________________________

In the capacity of: ____________________________________________

Duly authorised to sign for and on behalf of: __________________________

Address: __________________________________________________________________

________________________________________________________________________

Signature: ___________________________ Date: ___________________________

The rest of this page is left intentionally open.
C3 Returnable Form

Minimum Criteria for Responsiveness

The form shall be completed by the Tenderer with the relevant supporting information as requested.

The completed and signed form shall be submitted with the Tender Submission.

Please answer the following questions by indicating “YES” or “NO” in the relevant boxes. Tenderers that are unable to answer “YES” to all of the questions listed in the table below will be considered non-responsive and the Tender will not be evaluated further.
<table>
<thead>
<tr>
<th>Minimum Criteria</th>
<th>Yes/No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Has the Tender Submission been submitted in the English language?</td>
<td></td>
</tr>
<tr>
<td>Has the Tenderer submitted one (1) technical proposal comprising one (1) original hardcopy and one (1) electronic (on USB drive) copy?</td>
<td></td>
</tr>
<tr>
<td>Have all the Returnable Forms been completed and submitted?</td>
<td></td>
</tr>
<tr>
<td>Has the technical proposal been signed by all parties to the consortium or joint venture or by a signatory with valid powers of attorney to sign on behalf of such parties?</td>
<td></td>
</tr>
<tr>
<td>Has the certificate of good standing from the Receiver of Revenue been provided and is it current?</td>
<td></td>
</tr>
<tr>
<td>Has the certificate of good standing from the Social Security (for Namibian companies only) been provided and is it current?</td>
<td></td>
</tr>
<tr>
<td>Have the audited financial statements for the last three financial years been included? (if the entity has been established for a period of less than three years, than for the number of years for which the entity has been established, must be provided)</td>
<td></td>
</tr>
</tbody>
</table>
Returnable Form

Form of Special Power of Attorney

The form of Special Power of Attorney comprises part of these Tender Documents.

The form shall be completed by the Tenderer with the relevant information as requested.

The completed and signed form shall be submitted with the Tender Submission.
Form of special power of attorney

(TO BE SUBMITTED ON TENDERER’S COMPANY LETTERHEAD)

To: The Managing Director
    Namibia Power Corporation (Pty) Ltd (NamPower)
    NamPower Centre (Head Office)
    15 Luther Street
    P.O. Box 2864
    Windhoek
    Namibia

RE: TENDER NO.: NPWR/2015/68 – SPECIAL POWER OF ATTORNEY

The following person(s) have been granted a special power of attorney for the purposes of submitting a Tender, negotiating and executing the Contract Agreement.

<table>
<thead>
<tr>
<th>Title and Name</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Such authorisation has been conferred by the Board of Directors by way of a Board Resolution dated [●]¹ and a notarised copy of same (or certified by the Company Secretary) attached hereto, to act on our behalf and in our name in all matters relating to the aforementioned tender. The actions and representations of the aforementioned persons shall be binding upon and/or shall be duly ratified by the Board of Directors.

This Power of Attorney remains in force until ninety (90) days after the Commencement Date of the Contract.

Place

_________________________________________________________________

______________

¹ To be provided by Tenderer
Date


Mr/Mrs

Signatures and Company Stamp
(Duly authorised to confirm such Special Power of Attorney)
Returnable Form

Form of Covenant of Integrity

The form of Covenant of Integrity comprises part of these Tender Documents.

*Data left open or [square bracketed] shall be filled in by the Tenderer.*

The completed form shall be submitted with the Tender Submission.
FORM OF COVENANT OF INTEGRITY

(TO BE PROVIDED ON TENDERER'S COMPANY LETTERHEAD)

To: The Managing Director
Namibia Power Corporation (Pty) Ltd (NamPower)
NamPower Centre (Head Office)
15 Luther Street
P.O. Box 2864
Windhoek
Namibia

RE: NAMPOWER (PTY) LTD TENDER NO.: NPWR/2015/68

COVENANT OF INTEGRITY

For the purpose of this Covenant:

“Corrupt Practice” means the offering, giving or promising of any improper advantage to influence the action of a Public Official, or the threatening of injury to his person, employment, property, rights or reputation, in connection with any procurement process or in the execution of any contract in order that any person may obtain or retain business improperly or obtain any other improper advantage in the conduct of business.

“Fraudulent Practice” means a dishonest statement or act of concealment which is intended to, or tends to, influence improperly the procurement process or the execution of a contract to the detriment of the Purchaser, or is designed to establish tender prices at non-competitive levels and to deprive the Purchaser of the benefits of fair and open competition, and includes collusive practices (whether before or after tender submission) among tenderers or between a tenderer and a consultant or a representative of the Purchaser.

“Purchaser” means the person designated as such in the Tender Documents or the Contract.

“Public Official” means any person holding a legislative, administrative, managerial, political or judicial post in any country, or exercising any public function in any country; or a director or employee of a public authority or of a legal person controlled by a public authority of any country; or a director or official of a public international organisation.

“Prohibited Practice” means an act that is a Corrupt Practice or a Fraudulent Practice.

We hereby declare and covenant that neither we nor anyone, including any of our directors, employees or agents, acting on our behalf with due authority or with our knowledge or consent, or facilitated by us, has engaged, or will engage, in any Prohibited Practice (as defined herein above) in connection with the tendering process or in the execution or supply of any works, goods or services for the above-referenced Project (as per TENDER NO.: NPWR/2015/68)
(the “Contract”) and covenant to so inform you if any instance of any such Prohibited Practice shall come to the attention of any person in our organisation having responsibility for ensuring compliance with this Covenant.

We shall for the duration of the tender process and, if we are successful in our tender, for the duration of the Contract, appoint and maintain in office an officer, who shall be a person reasonably satisfactory to you and to whom you shall have full and immediate access, having the duty, and the necessary powers, to ensure compliance with this Covenant.

If (i), we have been, or any such director, employee or agent acting as aforesaid has been, convicted in any court of any offence involving a Prohibited Practice in connection with any tendering process or provision of works, goods or services during the five years immediately preceding the date of this Covenant, or (ii), any such director, employee or agent has been dismissed or has resigned from any employment on the grounds of being implicated in any Prohibited Practice, we give details of that conviction, dismissal or resignation below, together with details of the measures that we have taken, or shall take, to ensure that neither this company nor any of our directors, employees or agents commits any Prohibited Practice in connection with the Contract:

[Give details if necessary]

In the event that we are awarded the Contract, we grant the Purchaser or its assigns, or any lenders of the Purchaser and auditors appointed by either of them, as well as any authority having compliance under Namibian law, the right to give them reasonable information about the Project. We accept to preserve records generally in accordance with applicable law but in any case for at least six years from the date of the end of the extended defects notification period (as defined in the Tender Documents) and substantial performance of the Contract.
Name in capital letters

_______________________________________________________

Signature

_______________________________________________________

In the capacity of:

_______________________________________________________

Duly authorised to sign for and on behalf of:

_______________________________________________________

Address:

_____________________________________________________________

_____________________________________________________________

Date

_____________________________________________________
C6 Returnable Form

Letter of Good Standing from the Receiver of Revenue

The Tenderer shall submit a letter of good standing from the Receiver of Revenue in the Republic of Namibia (applicable to Tenderers incorporated in or which are registered foreign business entities in the Republic of Namibia). Alternatively, the Tenderer shall submit a letter from the government of the Tenderer's country of origin.

The letter shall be submitted with the Tender Submission.
C7 Returnable Form

Letter of Good Standing from the Social Security Commission

The Tenderer shall submit a letter of good standing from the Social Security Commission for Tenderers incorporated in or which are registered foreign business entities in the Republic of Namibia.

The letter shall be submitted with the Tender Submission.
Returnable Form

Letter of Good Standing from the Employment Equity Commission

The Tenderer shall submit a letter of good standing from the Employment Equity Commission for Tenderers incorporated in or which are registered foreign business entities in the Republic of Namibia.

The letter shall be submitted with the Tender Submission.
C9  Returnable Form

Reference Projects

The list of reference projects comprises part of these Tender Documents.

The tables shall be populated by the Tenderer with the relevant information as requested.

The completed form shall be provided with the Tender Submission.
Reference details for large lighting exchange projects

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Location of Project:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Client Name:</th>
<th>Type of replacement (i.e. distribution or installation)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Address of the Client (Including names and telephone and email):

Describe Role of Tenderer on Reference Project:

Start of Project:  

End of Project:  

Approx. Value of Services (in Current NAD):  

Contractual Completion Date (Month/Year):

Details of Bulbs replaced

<table>
<thead>
<tr>
<th>Replaced wattage, bulb used</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>40W (LED/CFL)</td>
<td></td>
</tr>
<tr>
<td>60W (LED/CFL)</td>
<td></td>
</tr>
<tr>
<td>75W (LED/CFL)</td>
<td></td>
</tr>
<tr>
<td>100W (LED/CFL)</td>
<td></td>
</tr>
<tr>
<td>Other bulbs</td>
<td></td>
</tr>
<tr>
<td>Other details:</td>
<td></td>
</tr>
</tbody>
</table>
Note:

- Please complete one table per reference project
- Only projects where more than 200 000 bulbs were replaced will be used for evaluation.
C10  Returnable Form

Form of Contract Agreement

The form of Contract Agreement comprises part of this specification.

*Data left open or [square bracketed] shall be filled in by the Tenderer.*

The completed form shall be submitted by the Tenderer on Contract Award.
CONTRACT AGREEMENT

This Contract Agreement (hereinafter the “Agreement”) made on the [●]
Between
Namibia Power Corporation (Pty) Ltd
(Hereinafter referred to as the “Client”) of the one part,
And
[●]
(Hereinafter referred to as the “Consultant”) of the other part

Whereas the Client desires that certain services should be performed by the Consultant namely: the services associated with the appointment of the LED champion for Cluster [●] of the NamPower 1mLED campaign and as described in the Scope of Services.

The Client and the Consultant agree as follows:

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

The following documents shall be deemed to form and be read and construed as part of this Agreement, in the following descending order of priority:

a) Contract Agreement
b) Letter of Acceptance
c) Particular Conditions of Contract
d) Appendixes to the Particular Conditions
   • Appendixes 1 – Scope of Services
   • Appendixes 2 – Not used
   • Appendixes 3 – Remuneration and Payment
   • Appendixes 4 – Time Schedule for Services
e) General Conditions which form part of the “Conditions of Contract – Client/Consultant Model Services Agreement” Fourth Edition 2006 published by FIDIC

f) Minutes of clarification meetings and associated communications dated [●];

g) Commercial and legal deviations to the Tender Documents agreed by the Consultant during Contract evaluation and negotiation

h) Clarifications to the Consultant’s Tender Submission

i) Amendments by the Client to the Tender Documents prior to Contract Award

j) The Clients Tender Documents

k) The Consultant’s Tender Submission

In consideration of the payments to be made by the Client to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Client to execute and complete the works and remedy any defects therein, in conformity with the provisions of the Contract.

The Client hereby agrees to pay the Consultant in consideration of the performance of the Services such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

The Consultant has examined the documents which forms part of this Agreement and offers to provide the Services in conformity with the Agreement.

The Parties hereby warrant and undertake each to the other that they have respectively entered into and executed this Agreement by their duly authorised representatives in accordance with all procedures required by their respective governing laws and constitutional documents.

The Contract shall come into full force and effect immediately upon execution by both Client and Consultant.

This Agreement may be executed in one or more counterparts, each of which shall be considered an original document and together which shall be considered the complete Agreement.
In Witness whereof the parties hereto have caused this Agreement to be executed on the day, month and year first above written in accordance with their respective laws.

Date: ___________________________ Signed by: ___________________________

for and on behalf of the Client (and duly authorised) in the presence of

Witness: _____________________________________________

Name: _____________________________________________

Address: ___________________________________________

Date: ___________________________ Signed by: ___________________________

for and on behalf of the Consultant (and duly authorised) in the presence of

Witness: _____________________________________________

Name: _____________________________________________

Address: ___________________________________________
C11 Returnable Form

List of Consultant’s Personnel, Qualifications and Experience

The list of Consultant’s personnel, qualifications and experience comprises part of this specification. The requirements specified in the respective forms are to be adhered to.

The completed form shall be submitted with the technical proposal.
List of Consultant’s Personnel Qualifications and Experience

The Tenderer is to state below the number of each category of personnel who he intends to provide for the execution of the works and in the case of professional and technical staff the number of years of appropriate experience after qualification. Such personnel shall be named and guaranteed.

<table>
<thead>
<tr>
<th>PROFESSIONAL AND TECHNICAL PERSONNEL</th>
<th>MINIMUM QUALIFICATION AND EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Manager</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>The Project Manager must be suitably qualified with at least 3 years of experience in project management, with at least 1 years’ experience in the execution of works of the similar nature (e.g. logistics) as described in the scope of works.</td>
</tr>
<tr>
<td>Qualifications:</td>
<td>In addition, the Project Manager shall be computer oriented with ability to use Microsoft (MS) packages. He/she shall be a person with excellent oral and written communication skills in English and must be able to demonstrate a high level of organisational skills.</td>
</tr>
<tr>
<td>Experience:</td>
<td></td>
</tr>
<tr>
<td>2. Supervisors/Agents</td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>The Site Supervisor/Agent shall be computer oriented with ability to use Microsoft (MS) packages. He/she shall be a person with excellent oral and written communication skills in English</td>
</tr>
<tr>
<td>Qualifications:</td>
<td></td>
</tr>
<tr>
<td>Experience:</td>
<td></td>
</tr>
</tbody>
</table>
### PROFESSIONAL AND TECHNICAL PERSONNEL

<table>
<thead>
<tr>
<th>MINIMUM QUALIFICATION AND EXPERIENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>and must be able to demonstrate a high level of organisational skills.</td>
</tr>
</tbody>
</table>

### 3. Document Controller

<table>
<thead>
<tr>
<th>Name</th>
<th>Qualification</th>
<th>Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The Document Controllers shall be a person with excellent oral and written communication skills in English and must be able to demonstrate a high level of organisational skills.</td>
<td>In addition, the Document Controller shall be computer oriented with ability to use Microsoft (MS) packages</td>
</tr>
</tbody>
</table>
Methodology and Work Plan comprises part of this specification.

*Data left open or [square bracketed] shall be filled in by the Tenderer.*

Methodology and Work Plan shall be submitted with the technical proposal.
The methodology and work plan shall as a minimum include the following information:

(a) Selection of particular Cluster(s) and why

(b) An preliminary installation schedule for the towns in the selected Cluster(s)

(c) Execution of residential survey

(d) Management of documentation

(e) Recruitment of installers

(f) Training of installers

(g) Proposed warehousing facilities

(h) Transportation and communication

(i) Insurance

(j) Complaints handling

(k) Payment
C13 Returnable Form

Technical and Legal Deviations List

This form provides a list of all technical and legal deviations to this specification and Contract.

The tables shall be populated by the Tenderer with the relevant information as requested.

*Data left open or [square bracketed] shall be filled in by the Tenderer.*

The completed form shall be submitted with the Tender.
## Technical and Legal Deviations declared to Tender Documents

<table>
<thead>
<tr>
<th>Ser. No.</th>
<th>Client’s Requirement</th>
<th>Clause No.*</th>
<th>Tenderer’s Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDD-1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDD-2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDD-3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes: * Clause No. should reference a specific specification clause
C14 Returnable Form

Check list for corporate and administrative information.

The check list for corporate and administrative information comprises part of these Tender Documents.

The column “Document / Information” shall not be changed by Tenderer.

The column “Tenderer’s confirmation” shall be filled in by Tenderer.

The completed check list shall be submitted by the Tenderer with the Tender Submission.
<table>
<thead>
<tr>
<th>No.</th>
<th>Document / Information</th>
<th>Tenderer’s confirmation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Organisational chart showing the overall organisation and the relationship with any company which will participate in the Works</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Special Power of Attorney** (see Volume C Returnable Form C4)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Covenant of Integrity** (see Volume C Returnable Form C5)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Consortium agreement or joint venture agreement (if applicable)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Financial statements for the last three years**; or if a publicly listed company, the relevant exchange(s) in which the company is listed and shall provide a copy of each annual statement and other material filings which have been submitted to the relevant exchange in the past thirty-six (36) months**. If the Tenderer is a closed corporation, the Tenderer shall provide financial statements prepared by an accountant that belongs to the Public Accountants and Auditors Board (PAAB) for the last three years</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Letters of good standing from Receiver of Revenue in the Republic of Namibia (for Tenderers which are incorporated/registered as foreign business entities in the Republic of Namibia) and the Tenderer’s country of origin** (see Volume C Returnable Form C6)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Letter of good standing from the Social Security Commission (for Tenderers incorporated in or which are registered foreign business entities in the Republic of Namibia)** (see Volume C Returnable Form C7)</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Document / Information</td>
<td>Tenderer's confirmation</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>8</td>
<td>Letter of good standing from the Employment Equity Commission (for Tenderers incorporated in or which are registered foreign business entities in the Republic of Namibia)** (see Volume C Returnable Form C8)</td>
<td>☐</td>
</tr>
<tr>
<td>9</td>
<td>Other documents as requested in General and Specific Company Information (see Volume C Returnable Form C1)</td>
<td>☐</td>
</tr>
</tbody>
</table>

Note:

**In the case of a consortium or joint venture, each member of such consortium or joint venture shall provide such information.
D1  

**Price Schedule**  

Returnable form  

The price schedule comprises part of this specification. The requirements specified in the respective forms are to be adhered to.  

The completed schedule shall be submitted with the Tender.  

The tables shall be populated by the Tenderer with the relevant information as requested.
<table>
<thead>
<tr>
<th>Item No</th>
<th>Activity Description</th>
<th>Town #1</th>
<th>Town #2</th>
<th>Town #n</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Qty</td>
<td>Unit price</td>
<td>Total</td>
</tr>
<tr>
<td>1</td>
<td>Project management costs (Per Town / Region)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,1</td>
<td>Project Office</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,2</td>
<td>Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,3</td>
<td>Residential survey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,4</td>
<td>Training</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,5</td>
<td>Recruitment and management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,6</td>
<td>Documentation management</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,7</td>
<td>Uniforms &amp; ID cards</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,8</td>
<td>Warehousing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,9</td>
<td>Communication</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,10</td>
<td>Transportation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,11</td>
<td>Insurance</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,12</td>
<td>Any additional item(s):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUBTOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Household installation costs (Cost per bulb, total cost estimated per Town)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,1</td>
<td>Installation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,2</td>
<td>Communication</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,3</td>
<td>Transportation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2,4</td>
<td>Any additional item(s):</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUBTOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Other(s)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3,1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3,2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SUBTOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Grand Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4,1</td>
<td>TOTAL PRICE</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
D2  Returnable Form

NamPower Equitable Economic Empowerment Policy Information

The NamPower Equitable Economic Empowerment Information comprises part of these Tender Documents.

*Data left open or [square bracketed] shall be filled in by the Tenderer.*

The completed form shall be submitted with the financial proposal.
1. Capital Structure

1.1 Total share capital

a) Total equity capital: N$ .................................................................

b) The total equity is made up as follows:

<table>
<thead>
<tr>
<th>Capital Structure</th>
<th>Amount (N$)</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital owned by Previously Disadvantaged Namibian(s)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital owned by Namibian Women or Persons with Disability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital owned by Namibians/Namibian Registered Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital owned by Foreigners / Foreign Company</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.2 Names of Shareholders/members

Please provide the following details of the shareholders:

<table>
<thead>
<tr>
<th>Name of a Shareholder</th>
<th>Namibian (Yes/No)</th>
<th>Previously Disadvantaged Namibian (Yes/No)</th>
<th>Non-Namibian Citizen (Yes/No)</th>
<th>Full time employed (Yes/No)</th>
<th>Percentage shares</th>
</tr>
</thead>
</table>
Below is the list of mandatory documents required to substantiate information provided in the table above.

- Copies of the CM29 and share certificates in respect of enterprises registered as PTY LTD
- Copies of Identity Documents of the Namibian owners/shareholders only.
- In the case of Joint ventures, consortiums, strategic alliances and partnerships, attach a Legal agreement signed by both parties
- In the case of trusts, both trustees and beneficiaries are to submit Identity Documents (ID) or valid passports
- Documentation supporting the disability of the person.

2. Management Control and Employment Equity

2.1 Organizational Structure

<table>
<thead>
<tr>
<th>Category</th>
<th>Total</th>
<th>Number of Namibians</th>
<th>Number of Previously Disadvantaged Namibians *</th>
<th>Number of Foreigners Citizen/Permanent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Managers (apart from shareholders/members)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All employees excluding Managers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Female(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Male(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of disabled Female(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of disabled Male(s)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total number of employees including Managers but excluding Shareholders/members</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Below is the list of mandatory documents required to substantiate information provided in the table above.

Option 1:

- Copies of Identity Documents (ID) or valid passports of the members of the Board of Directors and Senior management
- Documentation supporting the disability of the person.
- Organizational structure together with the audit report.
- List of Executive Directors
- List of Non-Executive Directors

Option 2

- For businesses registered in Namibia with more than 25 employees, may submit the latest report submitted to the Employment Equity Commission together with a valid Certificate of Good Standing from Social Security.

2.2 Board of Directors

<table>
<thead>
<tr>
<th>Board of Directors</th>
<th>Namibian Citizen (Yes/No)</th>
<th>Role (Executive or non executive)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Below is the list of mandatory documents required to substantiate information provided in the table above.

- Identity Documents (ID) or valid passports for all members of the Board of Directors.

3. Human Resources and Skills Development

a) Provide proof of VET Levy Employer Certificate or the VET Levy Registration Confirmation letter with NTA and proof of regular payment of the VET levy as required by the Vocational Education and Training Act, Act 1 of 2008.
NB: Entities exempted from this requirement should provide proof of exemption from the relevant authority.

b) Particulars of structured training program/apprenticeship courses of approved standards for labour/technical staff and managerial cadre/specialized training for women and handicapped persons; other programs or activities benefiting Previously Disadvantaged Namibian citizens, assistance, sponsorship, bursaries, etc., provided to vocational training courses.

Give details and furnish documentary proof issued by competent/relevant authority: (for historical records (last 12 months) provide proof from the accounting officer or auditor)

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Or

c) Where a company/joint venture/consortium is not registered with NTA and does not pay VET Levy as required by law, such company must pledge a percentage of the contract/bid value when submitting their bid that will be dedicated for training. This amount of money will be retained by NamPower and will only be released once strong evidence is submitted to NamPower.

This will normally arise when NamPower is embarking on complex and technological intensive projects, where the requisite technical skills are not readily available in Namibia, NamPower recognise the development of PDN and local skills and/or employment of PDNs with qualifications in line with the scope of works a mandatory requirement. The involvement of the PDN(s) on a project shall be of hands-on nature and shall cover the whole or core spectrum of skills associated with the scope to ensure full exposure and development.

What % percentage and value in N$ will be reserved for training and development of PDN(s)?

________________________________________________________________________________________
Please state the nature/types of skills which will be developed under this skill and the number of PDN(s) that will benefit

Below is the list of mandatory documents required to substantiate information provided in the table above.

- Proof of the VET Levy Employer Certificate or the VET Levy Registration Confirmation letter from NTA and proof of regular payment of the VET levy as required by the Vocational Education and Training Act, Act 1 of 2008.
- A copy of Invoices for spending on training and developing by Previously Disadvantaged Namibians Employees.
- Copies of Audited financial statements.
- Copies of the Certificates attained where available.

4. Entrepreneurship Development

a) Is a Previously Disadvantaged Namibian sub-contractor/sub-vendor involved in the execution of the contract/tender?

(Yes/No)

If yes, indicate the value and percentage of the total tender amount being performed through subcontracting. Please furnish full particulars of subcontractor/sub-vendor concerned, including physical address and contact details.

____________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________

This is to certify that I, ________________________________

Owner / representative of ________________________________, is a Previously Disadvantaged Namibian sub-contractor/sub-vendor involved in the execution of a tender/contract description ________________________________ no. __________. I am fully aware of the contents and the performance requirements for completing the works.

b) Are the goods produced/manufactured/assembled in Namibia?
If yes, give details and furnish documentary proof:

Nature of activities:

___________________________________________________________________
___________________________________________________________________
___________________________________________________________________
___________________________________________________________________
___________________________________________________________________

___________________________________ ______________________________

___________________________________________________________________
___________________________________________________________________
___________________________________________________________________

If yes, attach the SME certificate from the Ministry of Trade and Industry

c) Is the principal contractor/tenderer a small and medium enterprise as defined by the Namibian Ministry of Trade and Industry?

___________________________________________________________________ (Yes/No)

If yes, attach the SME certificate from the Ministry of Trade and Industry

d) Is the business owned by a previously disadvantaged Namibian(s)?

___________________________________________________________________ (Yes/No)

If yes, give details and furnish documentary proof

e) Please state the percentage of the contract/tender procurement spending that has been allocated to businesses owned by previously disadvantaged Namibians.

_________________________________________________

Give details and furnish documentary proof

Below is the list of mandatory documents required to substantiate information provided in the table above.

Option 1

- A copy of Invoices or contract/tender procurement spending allocated to businesses owned by Previously Disadvantaged Namibians.
- Copies of Audited financial statements

Option 2
• Indication the value and percentage of the total tender or Contract Value to be subcontracted, with the list of works or goods reserved to PDNs. Full particulars of subcontractor/sub-vendor concerned to be furnished, including physical address and contact details.
• In the case of joint ventures, consortiums, strategic alliances and partnerships, attach a Legal agreement signed by both parties, clearly indicating what needs to be done by parties, risks and profit sharing.

5. Community Investment

Option 1

a) Is the Tenderer located in communal area/underdeveloped area?

________________________________________________________________________ (Yes/No)
If yes, furnish documentary proof from a Recognised Traditional Authority.

b) Percentage of after-tax profits devoted to community investment

________________________________________________________________________

List of documents required:

• Document stating the value of the donation, recipient and intent
• Letter of Acceptance or confirmation from the recognized community representative
• Audited financial statements

Or Option 2

• If the Tenderer has or has no previous community investment record, the Tenderer may pledge a percentage of the tender or Contract Value to community Investment. The Tenderer must therefore provide a letter signed by a representative with valid Powers of Attorney. The letter should clearly state the value of the donation, what will be donated, recipients of the donation and the location of the recipients. The letter should also state the time frame when the investment shall be delivered to the community and this must be within 3 months of project closure.

Below is the list of mandatory documents required to substantiate information provided in the table above.

Option 1

Percentage of after-tax profits devoted to community investment
• Document stating the value of the donation, recipients and material
• Letter of Acceptance or confirmation from the recognised community representative
• Copies of Audited financial statements

Option 2

Pledging a percentage/portion of the Tender / Contract Value to community investment

• If the Tenderer has or has no previous community investment record, wishing to pledge a percentage of the Tender or Contract Value to community Investment:
• Provide a letter signed by a representative with Power of Attorney,
• The letter should clearly state the value of the donation, who will be the recipients and material to be donated/ and location of the recipients
• The letter should also state the time frame when the investment shall be delivered to the community; must be within 3 months after project closure.
D3

**Returnable Form**

Check list for NEEEP information.

The check list for NEEEP information comprises part of these Tender Documents.

The column “Document / Information” shall not be changed by Tenderer.

The column “Tenderer’s confirmation” shall be filled in by Tenderer.

The completed check list shall be submitted by the Tenderer with the Tender Submission.
<table>
<thead>
<tr>
<th>No.</th>
<th>Document / Information</th>
<th>Tenderer’s confirmation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>NEEEP Information</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td><strong>Shareholding</strong></td>
<td></td>
</tr>
<tr>
<td>1a</td>
<td>If Tenderer is a Trust then copy of the Trust Deed**</td>
<td></td>
</tr>
<tr>
<td>1b</td>
<td>If Tenderer is a Private company (i.e. Pty Ltd) then**</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Copy of the memorandum and articles of association</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Copies of share certificates or CM29 forms</td>
<td></td>
</tr>
<tr>
<td>1c</td>
<td>If Tenderer is Public Company (i.e. Ltd) then a copy of share certificates from NSX**</td>
<td></td>
</tr>
<tr>
<td>1d</td>
<td>If Tender is a ‘cc then a copy of the founding statement or amended founding statements (CC1/2)**</td>
<td></td>
</tr>
<tr>
<td>1e</td>
<td>Identity documents of all shareholders / owners / beneficiary’s /trustees**</td>
<td></td>
</tr>
<tr>
<td>1f</td>
<td>If applicable, a medical report on disability as issued by Ministry of Health and Social Services is required per disabled person**</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Organizational Structure</strong></td>
<td></td>
</tr>
<tr>
<td>2a</td>
<td>Organisational structure of the trust/company/cc indicating the managerial positions within the company. Each managerial position shall clearly indicate the title of position, the name of the incumbent and the contact details of the incumbent**</td>
<td></td>
</tr>
<tr>
<td>2b</td>
<td>Identity documents of all shareholders / owners / beneficiary’s /trustees**</td>
<td></td>
</tr>
<tr>
<td>2c</td>
<td>If applicable, a medical report on disability as issued by Ministry of Health and Social Services is required per disabled person**</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Board of Directors</strong></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Document / Information</td>
<td>Tenderer’s confirmation</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------------------------------------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>3a</td>
<td>If Tenderer is a Private company (i.e. Pty Ltd) then**</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Copy of the memorandum and articles of association</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Copies of share certificates or CM29 forms</td>
<td></td>
</tr>
<tr>
<td>3b</td>
<td>If Tenderer is Public Company (i.e. Ltd) then a copy of share certificates from NSX**</td>
<td></td>
</tr>
<tr>
<td>3c</td>
<td>If Tender is a ‘cc then a copy of the founding statement or amended founding statements (CC1/2)**</td>
<td></td>
</tr>
<tr>
<td>3d</td>
<td>Identity documents of all shareholders / owners / beneficiary's /trustees**</td>
<td></td>
</tr>
<tr>
<td>3e</td>
<td>If applicable, a medical report on disability as issued by Ministry of Health and Social Services is required per disabled person**</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td><strong>Human Resources and Skills Development</strong></td>
<td></td>
</tr>
<tr>
<td>4a</td>
<td>Provide proof of VET Levy Employer Certificate or the VET Levy Registration Confirmation letter with NTA and proof of regular payment of the VET levy as required by the Vocational Education and Training Act, Act 1 of 2008**</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td><strong>Entrepreneurship Development</strong></td>
<td></td>
</tr>
<tr>
<td>5a</td>
<td>If applicable, full particulars of Previously Disadvantaged Namibian sub-contractor(s) /sub-vendor(s), including physical address and contact details that are involved in the execution of the contract/tender**</td>
<td></td>
</tr>
<tr>
<td>5b</td>
<td>If applicable, the documentary proof of the percentage of the contract/tender procurement spending that has been previously allocated to businesses owned by Previously Disadvantaged Namibians**</td>
<td></td>
</tr>
<tr>
<td>5c</td>
<td>If applicable, attach the SME certificate form the Ministry of Trade and Industry</td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Document / Information</td>
<td>Tenderer’s confirmation</td>
</tr>
<tr>
<td>-----</td>
<td>------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>6</td>
<td>Community Investment</td>
<td></td>
</tr>
<tr>
<td>6a</td>
<td>If the Tenderer is located in communal area/underdeveloped area, then provide the following details and documentary proof**</td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>• Copy of the founding statement or amended founding statements (CC1/2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Physical address of enterprise or fitness certificate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Copy of the memorandum and articles of association</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Affidavit from Namibian Police</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Documentary proof from a Recognised Traditional Authority</td>
<td></td>
</tr>
<tr>
<td>6b</td>
<td>If applicable, then provide documentary proof (from a Qualified Auditor) of the amount in NAD which has been donated to community investment over the past three years**</td>
<td>☐</td>
</tr>
</tbody>
</table>

Note:

**In the case of a consortium or joint venture, each member of such consortium or joint venture shall provide such information.
D4 Returnable Form

Priced Deviations List

This form provides a list of all priced deviations to this specification and Contract.

The tables shall be populated by the Tenderer with the relevant information as requested.

*Data left open or [square bracketed] shall be filled in by the Tenderer.*

The completed form shall be submitted with the Tender Submission.
Priced Deviations declared to Tender Documents

<table>
<thead>
<tr>
<th>Ser. No.</th>
<th>Addition (+ve) or reduction (-ve) in Price</th>
<th>Client’s Requirement</th>
<th>Clause No.*</th>
<th>Tenderer’s Deviation</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDD-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDD-2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CDD-3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes: * Clause No. should reference a specific specification clause
Returnable Form

Minimum Criteria for Responsiveness for Financial Proposal

The form shall be completed by the Tenderer with the relevant supporting information as requested.

The completed and signed form shall be submitted with the Financial Proposal.

Please answer the following questions by indicating “YES” or “NO” in the relevant boxes. Tenderers that are unable to answer “YES” to all of the questions listed in the table below will be considered non-responsive and the Tender will NOT be evaluated further.
**Minimum Criteria** | **Yes/No**
--- | ---
Has the Financial Proposal been submitted in the English language? |  
Has one (1) original hardcopy and one (1) electronic (on USB drive) of the Financial Proposal been submitted? |  
Have the Returnable Forms been completed and submitted? |  
Has the Financial Proposal been signed by all parties to the consortium or joint venture or by a signatory with valid powers of attorney to sign on behalf of such parties? |  
Has the Tender Bond been submitted and is it the same duration as the Tender Submission validity? |  
Does the Tender Bond submitted have the same wording as Returnable Form D6 i.e. no material deviations? |  
Has the Tender Bond been submitted from a commercial bank? |  
D6 Returnable Form

Form of Tender Bond

The Form of Tender Bond comprises part of these Tender Documents.

*Data left open or [square bracketed] shall be filled in by the Tenderer.*

The completed Tender Bond shall be submitted with the Tender Submission.
TENDER BOND

Private & Confidential

DATED [●] day of [●] 201[●]

[GUARANTOR]

And

Namibia Power Corporation (Pty) Ltd

..........................................................
THIS AGREEMENT (the “Tender Bond”) is made the [●] day of [●], 201[●]

BETWEEN:

[●] whose registered office is at [●] (the “Guarantor” which expression shall include its successors in title); and

Namibia Power Corporation (Pty) Ltd whose registered office is at NamPower Centre, 15 Luther Street, Windhoek, Republic of Namibia (the “Purchaser” which expression shall include its successors in title, transferees and assigns).

WHEREAS:

A. [●] (the “Tenderer”) intends to tender for the Procurement of LED Champions required for the NamPower 1mLED campaign in accordance with the terms of the Tender Documents (Tender No: NPWR/2015/68) issued by the Purchaser on [date].

B. As a precondition of Tenderer's involvement in the tender process, Tenderer is required to provide the Purchaser with security in the form of this Tender Bond.

C. The Guarantor has been requested by the Tenderer and has agreed to provide a Tender Bond on the following terms.

NOW THIS AGREEMENT WITNESSETH as follows:

1 Interpretation

1.1 “Insolvency Event” means the Tenderer making a composition or arrangement with its creditors or becoming bankrupt or insolvent or effecting a transfer of its property to its creditors’ advantage or signing a fiduciary agreement in their favour or, being a company:

1.1.1 making a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement to be approved in accordance with relevant legislation; or

1.1.2 having a provisional liquidator appointed; or

1.1.3 having a winding up order made; or

1.1.4 passing a resolution for voluntary winding up; or

1.1.5 having an administrator or administrative receiver appointed; or

1.1.6 having an application made for an inventory of its assets to be taken as part of, or as precursor to, any of the circumstances above; or

1.1.7 the equivalent to any of the above in any applicable jurisdiction occurring;
1.2 Words and expressions used but not defined in this Tender Bond shall have the meanings attributed to them in the Tender Documents.

2 Maximum Sum

The maximum amount payable by the Guarantor to the Purchaser under this Tender Bond is NAD 50,000 (Fifty Thousand Namibian dollars) (the "Maximum Sum").

3 Procedure for calling the Tender Bond

3.1 The Purchaser may from time to time make a written demand upon the Guarantor stating that the Tenderer has:

3.1.1 breached any Law relating to the tender process or is disqualified from the tender process as a result of its actions or omissions;

3.1.2 refused to accept the correction of errors in its Tender in accordance with such Tender Documents;

3.1.3 withdrawn its Tender prior to the expiry of the Tender Validity Period;

3.1.4 failed to extend the term of this Tender Bond after agreeing to the Purchaser’s request to extend the expiry date of the Tender Bond; and

3.1.5 if the Purchaser advises the Tenderer that it has decided to award the Contract to the Tenderer on agreed terms, failed to execute the Contract Agreement or provide the Performance Bond.

3.2 The Guarantor shall immediately upon receipt of any such demand pay to the Purchaser the amount or amounts demanded up to the aggregate of the Maximum Sum.

4 Payment under the Tender Bond

4.1 All sums payable under this Tender Bond shall be paid to the Purchaser in full, free of any present or future taxes, levies, duties, charges, fees or withholdings and without any deduction, restriction, conditions, withholding, set-off or counterclaim whatsoever. If the Guarantor is compelled by law to make any deduction or withholding, the Guarantor will gross up the payment so that the net sum received by the Purchaser will be equal to the full amount which the Purchaser would have received had no such deduction or withholding been made.

4.2 The Guarantor is not entitled to rely on any defences or claims which may be available to the Tenderer under the Tender Documents.
4.3 Any demand made by the Purchaser in accordance with clause 3 and any sum or sums stated in such demand shall be conclusive evidence that such sum or sums are properly due and payable to the Purchaser under this Tender Bond.

5 Validity and Completeness of the Tender Bond

5.1 The Guarantor confirms that this Tender Bond shall not be impaired, reduced, discharged or affected by:

5.1.1 any amendments, alterations or supplements to the Tender Documents or any concession, release, waiver or other indulgence granted to the Tenderer;

5.1.2 any invalidity, illegality or unenforceability in or of the terms of any agreement or other commitment to which the Tenderer is, or may become a party, including (without limitation) any invalidity in the Tender Documents;

5.1.3 any disability, incapacity, change in ownership or change in status of the Tenderer; or

5.1.4 an Insolvency Event or a change in the constitution of the Tenderer;

5.1.5 any forbearance or delay by or on the part of the Purchaser in asserting any of its rights against the Tenderer;

5.1.6 any other act or omission which would not have discharged or affected the liability of the Guarantor but which, in the absence of this provision, might operate to exonerate the Guarantor.

6 Continuity and discharge of the Tender Security

The Guarantor confirms that:

6.1 this Tender Bond shall remain in full force and effect until the later of the expiry of [●] or the date the Contract Agreement is executed between the Purchaser and the Tenderer has delivered a valid Performance Bond in material compliance with the respective forms in the Tender Documents, when this Tender Bond shall cease to have effect save in connection with any demand notified to the Guarantor on or prior to the said date and as set out in clause 3; and

6.2 any release, discharge or settlement between the Guarantor and the Purchaser shall be conditional upon no security, disposition or payment to the Purchaser being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation, administration or insolvency or for any other reason whatsoever and, should this condition not be fulfilled, the Purchaser shall be entitled
to enforce this Tender Bond subsequently as if such release, discharge or settlement had not occurred and any payment had not be made.

7 Non-Waiver

No failure or delay by the Purchaser in exercising any right or remedy shall operate as a waiver, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.

8 Provisions Severable

Each of the provisions of this Tender Bond is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable; the remaining provisions of this Tender Bond shall not be affected, prejudiced or impaired in any way.

9 Assignment

The Purchaser may assign, charge or transfer this Tender Bond to any party without the consent of the Guarantor and such assignment shall be effective upon the Guarantor being given written notice of the assignment.

The Guarantor may not assign, charge or transfer this Tender Bond to any person.

10 Notice

Any notice or other communication to be given, served or made under this Tender Bond:

10.1 shall be written in English and shall be delivered by hand, courier or facsimile transmission to:

10.1.1 the Guarantor at:

[Address of Guarantor]
Fax No:
Attention:

10.1.2 the Purchaser at:

NamPower Centre, 15 Luther Street, Windhoek, Namibia
Fax No: +264-61-205-4111
Attention: B Joerges (Chief Legal Advisor)

or to such other address or number as a party may specify from time to time by notice to the other party; and
10.2 shall be deemed to have been received:

10.2.1 in the case of a letter, when delivered by hand or five (5) Days after it has been couriered; and

10.2.2 in the case of a facsimile transmission, when a complete and legible copy is received by the addressee provided that if the date of receipt is not a business day in the country of the addressee, it shall be deemed to have been received at the opening of business on the next such business day.

11 Governing Law

11.1 This Tender Bond shall, in all respects, be governed by and interpreted in accordance with the laws of the Republic of Namibia.

11.2 Each party irrevocably submits to the exclusive jurisdiction of the High Court of Namibia with regard to all matters arising from or in connection with this Tender Bond and agrees that a judgment on any proceedings brought in the High Court of Namibia shall be conclusive and binding upon them and may be enforced in the courts of any other jurisdiction.

12 Changes

This Tender Bond shall in no way be modified, amended, amplified or limited except pursuant to an express written agreement entered into between the Tenderer, Purchaser and Guarantor.

EXECUTED as an agreement by the parties on the date first above written and delivered upon its being dated.
EXECUTED as an agreement
Namibia Power Corporation (Pty) Ltd

Name

Signature ____________________________ (Duly authorised signatory)

EXECUTED as an agreement

[THE GUARANTOR]
acting by

Director

______________________________
Company Secretary/Director

______________________________