



REQUEST FOR PROPOSALS

FOR

**THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF A HIGH-PERFORMANCE WIRED
AND WIRELESS NETWORK SOLUTION AT THE NUST MAIN CAMPUS HOSTEL**

PROCUREMENT NO: CS/RFP/NUST-016/2025

DATE OF ISSUE: 12 SEPTEMBER 2025

CLOSING DATE AND TIME: 03 OCTOBER 2025 AT 12h00

BIDDER'S NAME:		
CONTACT DETAILS:	TELEPHONE:	
	CONTACT PERSON:	
	EMAIL ADDRESS:	
COMPANY PHYSICAL ADDRESS:		

NB: Please take note to initial all pages of the bidding document and initial all the supporting documents, including company profiles, brochures, etc. Failure to do so will result in the disqualification of the bidder.

Take note to sign all relevant pages as stipulated in the bidding document.

Initial: _____

REQUEST FOR PROPOSALS

LETTER OF INVITATION

Dear Prospective Service Provider

Subject: The supply, delivery, installation, configuration and commissioning of a high-performance wired and wireless network solution at the NUST Main Campus hostel.

1. You are hereby invited to submit a **technical** and **financial** proposal for the supply, delivery, installation, configuration and commissioning of a high-performance wired and wireless network solution at the hostel of Namibia University of Science and Technology (NUST) in Windhoek.
2. This assignment aims to appoint a competent company to provide a solution that includes supply of the network equipment, installation, configuration as well as the installation of the structured cabling and data points as per the Terms of Reference.
3. The following documents are enclosed to enable you to submit your Proposal:
 - a) The Terms of Reference (TOR) [**Annexure 1**];
 - b) supplementary information for bidders, including a suggested format of curriculum vitae [**Annexure 2**]; and
 - c) a sample format of the Service Contract under which the service will be performed [**Annexure 3**].
 - d) Evaluation Criteria, which will be carried out as per the layout indicated in [**Annexure 4**]
4. Any request for clarification should be forwarded in writing to Ms. Rosemary Tjombonde-Kakuuai. Tel: +264 61 207 2020; Fax: +264 61 207 2966; email address: bidbox@nust.na. Requests for clarification should be received 14 days before the deadline for proposal submission.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in procurement in Namibia observe the highest standards of ethics during the procurement process and execution of contracts. Bidders are advised to consult the
Initial: _____

Procurement Policy Office website: www.mof.gov.na/procurement-policy-unit to acquaint themselves with the legislation related to public procurement in the Republic of Namibia.

6. ELIGIBILITY

- (a) A bidder under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from bidders appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group, and World Bank Group shall be rejected.
- (c) Bidders should submit a statement on past and present declaration of ineligibility by any local/international agency or any contract termination for unsuccessful completion of the assignment, giving adequate details to enable a fair assessment.

7. SUBMISSION OF PROPOSALS

- 7.1 The proposals from prospective service providers shall be submitted in **two** separate envelopes, marked **TECHNICAL PROPOSAL** and **FINANCIAL PROPOSAL** and should follow the form given in **Annexure 2 – “Supplementary Information for Bidders.”**

Each Envelope on top should be marked:

Technical Proposal or Financial Proposal

PROCUREMENT NO: CS/RP/NUST-016/2025

REQUEST FOR PROPOSALS FOR THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF A HIGH-PERFORMANCE WIRED AND WIRELESS NETWORK SOLUTION AT THE HOSTEL

NAME OF THE BIDDING COMPANY AND CONTACT DETAILS

7.2 The Service Provider must submit three (3) hard copies of the Proposal as **one (1) original** and **two (2) copies**.

7.3 **The Proposal should be delivered to the address indicated below:**

Namibia University of Science and Technology

13 Jackson Kaujeua Street

Bid Box

Administration Building, First Floor

Windhoek, NAMIBIA

7.4 **Mandatory Site Visit:**

A mandatory site visit will be held for potential bidders to familiarise themselves with the current set-up and infrastructure at the NUST Hostels at the following location:

Date and Time: 19 September 2025 at 10h00

Namibia University of Science and Technology

13 Jackson Kaujeua Street

Main Campus

Windhoek, NAMIBIA

In front of the Shangri-la Hostel

Bidders who do not attend the site inspection visit will be disqualified.

7.5 The deadline for the submission of tenders is as indicated below:

03 October 2025

12h00

7.6 The Financial Proposal should remain valid for **180 working days** from the bid closing date.

7.7 **Electronic submission will not be permitted. Late bids will be rejected.**

8. EVALUATION CRITERIA (ANNEXURE 4)

- 8.1 The evaluation of proposals will be carried out as per the criteria indicated in Annexure 4 of the bidding documents.

9. DECIDING AWARD OF CONTRACT

- 9.1 The service provider's qualifications and experience shall be considered the paramount requirement. The proposals will be evaluated based on a maximum of 70 marks for Technical Proposals and 30 marks for Financial Proposals. Proposals from Bidders should score at least 70 marks for the Technical Proposals to be retained for further consideration.
- 9.2 Only those service providers scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Bidder scoring the highest marks. If negotiation is unsuccessful, negotiation will move to the next best-ranked Bidder until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost breakdown and other clarifications to the proposals submitted by you, as may be required to assess the reasonableness of your pricing proposals.

10. RIGHTS A PUBLIC ENTITY

- 10.1 Please note that the Namibia University of Science and Technology is not bound to select any bidders submitting proposals.
- 10.2 Please note that the cost of preparing a proposal and negotiating a contract, including any costs, is not reimbursable as a direct cost of the assignment.

11. DURATION OF ASSIGNMENT

- 11.1 It is estimated that the minimum duration of the assignment shall be until all works have been completed, commissioned and signed off by NUST.
- 11.2 The service provider should base their financial proposal on these figures. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

- 11.3 The service provider must specify equipment lead time, installation duration and testing and handover date.

12. VALIDITY OF PROPOSAL

- 12.1 You are requested to hold your Proposal valid for **180** working days from the deadline for submission of proposals, during which you will maintain your proposed price without change. The Namibia University of Science and Technology will do its best to finalise the agreement within this period.

13. ELIGIBILITY CRITERIA

For the participating company to be eligible, the service provider must attach the following **mandatory** documents:

No	Document Name	Please tick
1	A valid certified copy of the Company registration certificate, clearly indicating shareholders' and principals' contact details (as registered with BIPA) (Attach certified copies of the Identification Document of all shareholders).	
2	A valid original or certified copy of the company's good standing Tax Certificate from the Ministry of Finance (NAMRA).	
3	A valid original or certified copy of the company's good standing certificate from the Social Security Commission.	
4	A valid certified copy of the Affirmative Action Compliance Certificate or proof from the Employment Equity Commissioner that a bidder is not a relevant employer or an exemption issued in terms of section 42 of the Affirmative Action Act, 1998.	
5	A written undertaking, as contemplated in Section 138(2) of the Labour Act, 2007 (complete and return with the bid)	

NB: Only a valid copy of an original document certified by a Commissioner of Oaths appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).

14. COMMENCEMENT DATE OF ASSIGNMENT

- 14.1 Assuming that the contract can be satisfactorily concluded within 30 days from the closing of the bid, you will be expected to take up/commence and complete the assignment in **fourteen (14)** working days' time after that.

15. TAX LIABILITY

15.1 Please note that the remuneration you receive from this Contract will be subject to normal tax liability and payments to the Bidder in connection with carrying out this assignment.

16. INSURANCE

16.1 The service provider shall meet the cost of any insurance and/or medical examination or treatment required by him/her while performing the services.

17. CONFIRMATION OF INVITATION TO SUBMIT PROPOSAL

17.1 We would appreciate it if you would inform us by email at bidbox@nust.na :

(a) Your acknowledgement of the receipt of this Letter of Invitation; and

(b) Further, indicate whether you will submit a proposal.

The Namibia University of Science and Technology would like to thank you for considering this invitation to submit proposals.

Yours faithfully,

Mrs. Rosemary Tjombonde-Kakuuai
Secretary to the Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Bidder.

Annexure 3: Draft Contract under which service will be performed.

Annexure 4: - Evaluation Criteria

TERMS OF REFERENCE

PART 1. BACKGROUND

The Namibia University of Science and Technology (NUST) aims to enhance its network infrastructure by extending reliable wired and wireless connectivity to its student hostels. To this end, NUST invites qualified vendors to submit proposals for the supply, installation, configuration, and commissioning of a high-performance wired and wireless network solution.

The proposed solution is expected to:

- Ensure complete wireless coverage throughout all hostel facilities and surrounding areas.
- Support high user density, accommodating simultaneous connections for hundreds of devices.
- Integrate seamlessly with NUST's existing authentication and access control systems.
- Offer scalable architecture capable of supporting future technological upgrades.

PART 2. THE SCOPE OF WORK

NUST invites proposals from registered and reputable IT companies to provide a comprehensive wired and wireless network solution for the hostels. The scope of work includes the supply, installation, and configuration of network equipment, to ensure full coverage and reliable connectivity, and on-site training is required.

The bidder will work in collaboration with NUST'S Department of Digital Transformation Business Services and be responsible for the following:

- i) Supply of **managed PoE/PoE+ switches** and **Wi-Fi 6E or Wi-Fi 7 access points**.
- ii) Structured cabling (Cat 6A or higher) and patching.
- iii) Network design and AP placement planning.
- iv) Integration with RADIUS/TACACS+.

- v) Testing, optimisation, and documentation.
- vi) End-user and technical staff training

PART 3: TECHNICAL REQUIREMENTS

3.1 The Technical Proposal must include the following equipment as minimum:

3.1.1 Managed network switches:

Form factor: Rack-mountable.

Access Ports: 48 × 2.5G Ethernet.

Uplink Ports: Minimum 4 × 10G SFP+.

PoE: IEEE 802.3af/at PoE+ on all ports, power budget sized for all APs.

L2/L3 Features: VLANs, LACP, STP, IPv4/IPv6, port security

Management: CLI (SSH), GUI, SNMPv2/3, Syslog.

Redundancy: Dual power supply preferred.

SFP+ Modules: Multimode 10G SFP+ transceivers

3.1.2 Wireless access points supporting Wi-Fi 7:

Standards: Wi-Fi 6/7 (802.11be).

Bands: 2.4 GHz, 5 GHz, 6 GHz.

Capacity: ≥200 concurrent users/AP.

Features: WPA3, 802.1X authentication, fast roaming (802.11r/k/v), OFDMA, beamforming.

Form factors: Indoor and outdoor as required.

Management: Centralised (controller or cloud) for non-Cisco devices.

3.1.3 Cabling:

Standard: Cat 6A/ or higher and multimode fibre for uplink.

Labelling: Clear labelling on both ends.

Compliance: TIA/EIA standards

3.2 Network design/architecture for the Hostel wired and wireless infrastructure:

The proposal must include a detailed network architecture implementation plan including coverage plans, diagrams. Design should be scalable and tailored to the NUST Hostels environment.

3.3 The proposed solution must:

- a) Integrate with the existing NUST Active Directory for authentication purposes.
- b) Ensure full coverage across all hostel areas (both boys' and girls' hostels)
- c) Include a wireless LAN controller (on-prem/Cloud)
- d) Include training for non-Cisco brands

3.3.2 Brand

No specific brand is prescribed; bidders are encouraged to propose optimal solutions.

3.3.3 Site Visit & Design Requirement:

- Floor plans for the hostel Wi-Fi are not available; therefore, a site visit is mandatory.
- Bidders must draw their own sketches to indicate the placement of access points and switches.
- Include heatmap simulations for coverage.
- Other relevant technical information will be provided on request.

3.4 Implementation Timeline

The proposal must include a realistic and achievable implementation schedule with key milestones, with a Gantt chart.

3.5 Warranty and support details (Minimum 3 years warranty and support)

The proposal must include warranty terms and support services for at least 3 years, including helpdesk availability and escalation procedures.

3.6 Proposal Submission Requirements

- a) **Technical specifications** (using matrix provided).
- b) **BOM** (see template below).
- c) **Network diagrams** (physical & logical).
- d) **Implementation timeline**.
- e) **Warranty & support plan** (minimum 3 years).
- f) **Training plan** for NUST technical team.
- g) **Cost breakdown** (equipment, cabling, installation, recurring costs).
- h) **Compliance table** against all requirements.

3.7 Technical specifications of the proposed equipment (to be completed by bidder):

Item	Specification	Proposed Specification	Remark
Managed Switches	2.5 48-port		
	PoE/PoE+ support on all 48-ports		
	4x 10G SFP+ uplink ports		
	VLANs, LACP, STP, IPv4/IPv6, port security, AAA		
	Dual power supply preferred		
	1U Rack-mountable form factor		
SFP+ Modules	Multimode 10G SFP+		
Wireless Access Point	Wi-Fi 7 (802.11be).		
	Bands: 2.4 GHz, 5 GHz, 6 GHz		
	≥200 concurrent users/AP		
	WPA3, 802.1X authentication		
	Indoor and outdoor as required		
	PoE Capable		
Controller	Cloud (# of licenses)		
	On-prem		
Cabling	Cat 6A or Higher		
	Clear labelling on both ends		
	Redundant Multimode fibre uplink		
	TIA/EIA standards		

3.8 Bill of Materials (BOM) Template *(To be completed by the bidder)*

Item	Description	Qty	Unit Price (NAD)	Total Price (NAD)	Warranty (Years)
Managed Switch (48-Port PoE+)	Model XYZ, 48×2.5G, 4×10G uplinks				
Wireless Access Point (Wi-Fi 7 Indoor)	Dual/tri-band, WPA3, 4×4 MIMO				
Wireless Access Point (Wi-Fi 7 Outdoor)	IP67 rated, tri-band				
Network Controller/License for non-Cisco brands	Cloud or on-prem				
SFP+ Modules (10G)	Compatible with switch uplinks				
Cat 6A Network Cabling	Shielded/Unshielded				
Patch Panels	24/48 port				
Installation & Configuration	Labour cost				N/A
Training	On-site technical training				N/A
Total				NAD	

PART 5. FACILITIES TO BE PROVIDED BY NUST

The University will provide on-site office space for the duration of the assignment.

PART 7. COMPENSATION FOR DAMAGES

The contractor will be held responsible for any damage or theft that may be caused to NUST or its contents, by him/her or his/her employees or due to their negligence, whether in the normal execution of their duties or otherwise, and a claim for indemnification can accordingly be imposed by NUST against the contractor

PART 8. CONTRACT DURATION AND FEES:

1) Duration of the initial contract and assignment

This will be a once off procurement for the service as specified in the bidding document.

2) Fees

The service provider should provide a detailed breakdown of fees required for the professional execution of the assignment. The fee breakdown must indicate per-hour charges for the team lead and supporting staff, including all disbursement fees and any ongoing costs. The consulting firm should also provide a full breakdown of total cost of ownership, including installation, monthly fees, equipment, and any other charges.

3) Payment

Payments will be made to the Service Provider based on key deliverables completed and signed off by the Manager: ICT Infrastructure. The Service Provider shall submit the invoice and accompanying supporting documents required by the University before the 5th of the month.

PART 7. SERVICE PROVIDER KEY DELIVERABLES

The **Service provider** will be required to deliver the following services:

- a) **Full wireless coverage** across all hostel areas and the immediate vicinity.
- b) **High user density support** for simultaneous connections.
- c) **Integration** with NUST's existing authentication systems.
- d) **Scalable architecture** for future upgrades.
- e) **A reliable, scalable, efficient, and robust internet service as per the expected service levels.**

PART 8: REPORTING AND COMMUNICATION

The Bidder will report to the Manager: ICT Infrastructure and is expected to provide regular progress updates. Key milestones and reporting dates will be agreed upon at the start of the assignment.

PART 9: SERVICE PROVIDER QUALIFICATIONS AND EXPERIENCE

The **Service provider** should possess:

- a) A minimum of five (5) years of extensive experience and expertise in providing Wi-Fi network services, preferably in large organisations such as State-Owned-Enterprises or in private sector. **(Attach list of previous and current relevant clientele and at least three (3)**

contactable references for Wi-Fi network solutions within the last five years). The reference letter must be on the company's letterhead, giving references, dates as to when a similar assignment was done and contact details of the person giving the reference. The reference letter should also indicate the name of the project undertaken, and the cost of the project as well as the duration of the project.

- b) A comprehensive company profile that provides a portfolio of relevant and related work and assignments delivered by the company.
- c) Sound knowledge of the public sector ICT industry and digital age and its challenges.
- d) Substantial experience in designing network solutions by the Lead Bidder and the team members to be assigned to this contract **(Attached CV of the Lead Bidder and team members of the team members to be assigned to this project)**.
- e) The bidder may provide quotations for different options/technology.
- f) NUST will compare different solutions and decide based on the advantages and inconveniences of each solution.
- g) **The bidder must have a reseller authorisation letter for brand quoted.**
- h) NUST is not necessarily looking for the cheapest solution but rather for reliable solution.
- i) The bidder must provide reliable and verifiable references for the technology quoted.

PART 11: EXPERIENCE OF PROPOSED CONSULTI TEAM MEMBERS

The bidder is required to propose a team for this engagement, managed by a single lead bidder. The team members will have the skills and experience necessary to undertake the range of key deliverables in this TOR. The expertise essential for the team is as follows:

Team Leader Requirements (Lead Bidder):

Attach CV and certified copies of relevant qualifications of the Lead Bidder. Team Lead must possess the following experience:

- a) At least **5 years** in network design, implementation, and project management. Proven experience with enterprise-grade network infrastructure projects.
- b) Excellent English communication (oral and written), report writing, and presentation skills.
- c) Relevant professional / industry certification for the brand quoted.

Team Members Requirements:

Attach CV of all team members to be assigned to this project and certified copies of their relevant qualifications. Team members must possess the following minimum qualifications:

- a) 3 years experience in network configuration and troubleshooting.
- b) At least one professional / industry certification
- c) Hands-on experience with switches, Access Points.
- d) Specialist in Wireless connectivity including Experience with Wi-Fi 6/7 deployments, Site survey and RF planning skills, Knowledge of wireless security protocols.

PART 12: BUDGET

The bidder is expected to submit a detailed financial proposal, including consultancy fees, disbursement including all projected expenses, and any other costs associated with the project.

PART 13: CONFIDENTIALITY

The bidder will maintain strict confidentiality concerning all matters related to the organisation, its data and processes.

SUPPLEMENTARY INFORMATION FOR BIDDER

PROPOSALS

The interested bidder should submit a detailed technical proposal outlining the approach, methodology, and timelines. The technical proposal must include all the bidder's relevant qualifications, experience, and references.

The financial proposal must include all costs associated with the wired and wireless network solution project.

1) TECHNICAL PROPOSAL

- a) **Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs)** - The bidder must describe how it will deliver the demands of the ToR; providing a detailed description of the essential performance characteristics, reporting conditions, and quality assurance mechanisms that will be put in place while demonstrating that the proposed methodology will be appropriate to the key deliverable of NUST.
- b) **Qualifications and competence of key bidders for the service:** i) Names and qualifications of the key personnel that will perform the services indicating who Team Leader, who is supporting, etc. ii) CVs demonstrating qualifications must be submitted **(Form F-2)**; and iii) Written confirmation from each person that they are available for the entire duration of the contract.
- c) **Bidder's Track Record** - An outline of recent experience on comparable assignments/ projects executed during the last five years, which proves successful experience in conducting Wi-Fi network projects exercises (Form F-3) – **(attached three (3) contactable reference letters)**.

- d) **Bidder's expertise**— Submit a detailed company profile describing the nature of the business, field of expertise, licenses, certifications, and accreditations. Ensure all **mandatory documents** as specified under **Clause 13** are attached.

Financial Proposal

The financial proposals should be given in the form of a summary of the Contract estimate **as per Bill of Material (BOM)**. They must include a **detailed cost breakdown as per key deliverables**, including but not limited to estimated total cost and provisions for contingencies (**BOM may be amended as appropriate**).

Submission of Proposals

- a) The proposals shall be submitted in **one (1) original** and **three (3) copies**.
- b) **Technical** and **Financial** proposals must be submitted in one sealed envelope.

Contract Negotiations

1. The negotiations aim to reach an agreement on all points with the Bidder and initial a draft contract by negotiating. Negotiations commence with a discussion of a Bidder's Proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. The agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and the reporting schedule.
2. Once these matters have been agreed upon, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

FORM F-1

BID SUBMISSION FORM

From: _____

To: _____

THE SUPPLY, DELIVERY, INSTALLATION, CONFIGURATION AND COMMISSIONING OF A HIGH-PERFORMANCE WIRED AND WIRELESS NETWORK SOLUTION AT THE HOSTEL

I/We _____ herewith enclose Technical and Financial Proposals for selection as Bidder for **Namibia University of Science and Technology (NUST)**.

I/we undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will observe the highest level of ethical conduct.

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORMAT OF CURRICULUM VITAE (CV) FOR BIDDER

Name of Bidder: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe the Degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one-quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers' references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe qualifications, my experience, and me.

Date: *Day/Month/Year*

[Signature of Bidder]

Full name of bidder: _____

ASSIGNMENTS OF SIMILAR NATURE WERE SUCCESSFULLY COMPLETED DURING THE LAST 5 YEARS

1. Outline of recent experience on assignments of similar nature:

Sl. No	Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of a rank, not below that of Divisional Manager or equivalent.)

Price Schedule

BILL OF MATERIAL

Item	Description	Qty	Unit Price (NAD)	Total Price (NAD)	Warranty (Years)
Managed Switch (48-Port PoE+)	Model XYZ, 48×2.5G, 4×10G uplinks				
Wireless Access Point (Wi-Fi 7 Indoor)	Dual/tri-band, WPA3, 4×4 MIMO				
Wireless Access Point (Wi-Fi 7 Outdoor)	IP67 rated, tri-band				
Network Controller/License for non-Cisco brands	Cloud or on-prem				
SFP+ Modules (10G)	Compatible with switch uplinks				
Cat 6A Network Cabling	Shielded/Unshielded				
Patch Panels	24/48 port				
Installation & Configuration	Labour cost				N/A
Training	On-site technical training				N/A
Total					

ANNEXURE 3

CONTRACT No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT BIDDER NAME]

Initial: _____

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THIS SERVICE CONTRACT entered into this *[date]*, between the *[insert public entity name]* [hereinafter called the "Public Entity"] and *[insert bidder's name]* (hereinafter called the "Bidder").

WITNESS THAT:

WHEREAS the Public Entity has determined the need to procure the services described, implied, or referred to in this Contract, subject to the terms and conditions hereinafter set forth.

WHEREAS the Bidder represents and affirms that he/she possesses the requisite experience, qualifications, capability, and skill to perform the said services.

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

SCOPE OF SERVICES

- 1.1 The services to be performed by the Bidder under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as **Annexure I** to the present Contract. The Terms of Reference shall form an integral part of this Contract.

ARTICLE II

COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

- 2.1 The Bidder shall commence the Services on *[date]* upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (**Annexure I**) or indicated by the Public Entity.

- 2.2 The Services shall be for *[insert no of days/months/years]*, beginning on the date of commencement of the Services and ending not later than *[insert completion date]*.

ARTICLE III

DUTIES OF THE BIDDER

- 3.1 The Bidder shall perform the services with all due care, diligence, and efficiency, in accordance with the highest standards of professional competence, organization, and responsibility, and a manner acceptable to the Public Entity.
- 3.2 The Bidder shall:
- (a) regularly report to and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract.
 - (b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.
- 3.3 The Bidder shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.
- 3.4 The Bidder shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.

- 3.5 The Bidder shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Bidder shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Public Entity shall, as necessary, assist the Bidder in obtaining such visas and/or permits.

ARTICLE IV

PAYMENT FOR THE SERVICES

- 4.1 The Public Entity shall pay to the Bidder, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Bidder in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

ARTICLE V

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 5.1 All documents, statistics, reports, data, and other information provided, created, obtained, or made available to the Bidder in connection with or by virtue of the present Contract, shall be treated as confidential by the Bidder, and the Bidder shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 The documents, statistics, reports, and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.

- 5.3 Any study, report, or other material, graphic, software, or otherwise, prepared by the Bidder for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Bidder may retain a copy of such documents and software.

ARTICLE VI

ASSIGNMENT AND SUB-CONTRACTING

- 6.1 Except with the prior written consent of the Public Entity, the Bidder shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of his/her rights or obligations under the present Contract.
 - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII

LIABILITY OF THE BIDDER

- 7.1.1 The Bidder shall abide by and take all measures necessary to enable him/her to comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Bidder shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII

FORCE MAJEURE

- 8.1 Neither Party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of *force majeure* which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either Party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX

TERMINATION OF CONTRACT

- 9.1 The Public Entity may, upon giving not less than [30] days' notice in writing to the Bidder, terminate the present Contract for cause if the Bidder has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Bidder shall in that event be given a notice of not less than [30 days] days of such termination.
- 9.3 The Bidder may terminate the present Contract if the Public Entity has, within a period of forty-five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The Parties hereto may by mutual agreement terminate this Contract.

- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X

DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both Parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI

MODIFICATION OR AMENDMENT

- 11.1 Except by mutual agreement in writing between the Parties, no change, modification, or amendment shall be made to the present Contract.
- 11.2 Notwithstanding the preceding paragraph, the Public Entity may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII

EFFECTIVE DATE

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII

CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE PUBLIC ENTITY

Postal Address : _____

Physical Address : _____

Facsimile : _____

FOR THE BIDDER

Postal Address : _____

Physical Address : _____

Facsimile : _____

ARTICLE XIV

Governing Law

14.1 This Contract shall be governed by and construed in all respects in accordance with, the Laws of the Republic of Namibia.

IN WITNESS WHEREOF, the Parties hereto have caused the present Contract to be signed in their respective names in two original counterparts in English on the date first above written.

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE BIDDER

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment

ANNEXURE 4

The following evaluation criteria shall be applied, notwithstanding any other requirement in the bidding documents.

The bidder must meet the following mandatory requirements.

MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

Mandatory Documents Requirements	
Mandatory Requirements	Responsive or Not Responsive
A valid certified copy of the Company registration certificate, clearly indicating shareholders' and principals' contact details (as registered with BIPA) (Attach certified copies of the Identification Document of all shareholders).	
A valid original or certified copy of the company's good standing Tax Certificate from the Ministry of Finance (NAMRA).	
A valid original or certified copy of the company's good standing certificate from the Social Security Commission.	
A valid original or certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;	
A written undertaking, as contemplated in Section 138(2) of the Labour Act, 2007 (complete and return with the bid)	

NB: Only a valid copy of an original document certified by a Commissioner of Oaths appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).

At this stage, the bidder's submission will either be responsive or non-responsive. Non-responsive bids will be eliminated from the entire evaluation process and will not be considered further.

EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

Details of Technical Evaluation Markings (for Wi-Fi network)	
	Max Marks
Service Provider's Technical Compliance (Marks for the criterion and sub-criteria to be inserted by the Employer)	
<p>The bidder must provide a proposed methodology that demonstrates full compliance with all technical specifications, including meeting the required number and speed of ports, power requirements, support of VLAN and management, Wifi Bands support, capacity of each AP to handle concurrent users, integration with Active Directory or suitable alternative suggested.</p> <ul style="list-style-type: none"> Fully meets or exceeds all requirements= 30 points Partially meets requirements=10 points Does not meet requirements = 0 points 	30
Service Provider's Experience (Marks for the criterion and sub-criteria to be inserted by the Employer)	
<p>The bidder must provide a detailed Company Profile (Attach Profile)</p> <ul style="list-style-type: none"> A detailed company profile indicating the following: = 5 points <ul style="list-style-type: none"> ✓ Business addresses (trading, telephones numbers, contact persons and email) ✓ Demographics (number of employees) ✓ Geography (operation coverage) ✓ Physical Facilities (offices space) Company profile not clearly narrated = 2 points No company profile attached= 0 point 	5
<p>The bidder must attach proof of three (3) recent contract references for similar services (Reference verification will be done) – These reference letters should include the name of the entity, name of contract, contract value, duration of contract, contact person and office telephone number and email address</p> <ul style="list-style-type: none"> At most 3 references were contactable = 15 points At most 2 references were contactable = 10 points At most 1 reference was contactable = 5 points No reference was contactable = 0 points 	15
<ul style="list-style-type: none"> Sub Total (A) 	50
Service Provider's Network Design Quality (Marks for the criterion and sub-criteria to be inserted by the Employer)	

<p>The bidder must provide a detailed network architecture implementation plan including coverage plans, diagrams. Design should be scalable and tailored to the NUST Hostels environment</p> <ul style="list-style-type: none"> • High quality, customised, and well-documented design= 20 points • Adequate design with minor gaps=10 points • Poor or generic design =5 points • No design plan attached= 0 point 	20
<p>The bidder must provide proof of Key personnel (Site Supervision)</p> <p>Qualified key personnel with a minimum of five (5) years experience in network design or administration and relevant experience (Submission of a CV of Site Supervisor for this contract)</p> <ul style="list-style-type: none"> • 5 years or more=10 points • 3-4 years= 5 points • Less than 3 years =0 points 	10
<p>Organisational chart indicating key personnel (attach chart)</p> <ul style="list-style-type: none"> • Detailed organogram chart attached = 5 points • No organogram chart attached= 0 point 	5
<ul style="list-style-type: none"> • Sub Total (B) 	35
Warranty and Support (Marks for the criterion and sub-criteria to be inserted by the Employer)	
<p>The bidder must provide proof of warranty terms and support services of at least 3 years, including SLA's, helpdesk availability and escalation procedures.</p> <ul style="list-style-type: none"> • Comprehensive support plan with warranty of minimum 3 years = 10 points • 2 years warranty terms and support services = 2 points • Less than 2 years warranty terms and support services= 0 point 	10
Sub Total (C)	10
Implementation Timeline (Marks for the criterion and sub-criteria to be inserted by the Employer)	
<p>The bidder must provide a realistic and achievable implementation schedule with key milestones with a Gantt chart</p> <ul style="list-style-type: none"> • Clear, feasible, and well-structured timeline with a Gantt chart=5 points • Acceptable timeline with minor risks= 2 points • Unclear or unrealistic timeline= 0 points 	5
<ul style="list-style-type: none"> • Sub Total (D) 	5

• Total sections (A+B+C+D)	100
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- a) Only bidders scoring 70% and more will be considered for financial evaluation.
- b) The bid will be awarded to the lowest responsive bidder who meets all the requirements.

Bidders applying for the Margin of Preference shall submit, upon request, evidence of:

MARGIN OF PREFERENCE

No.	Category	Documentary Evidence	Margin of preference
1	Manufacturer	<ul style="list-style-type: none"> - Certificate of registration from a registering authority - Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant 	2%
2	Micro, Small and Medium Enterprise	<ul style="list-style-type: none"> - SME registration certificate - Declaration indicating the percentage of Namibian MSME ownership 	1%
3	Women owned enterprise	<ul style="list-style-type: none"> - ID's of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - Declaration indicating the percentage of Namibian female ownership 	1%
4	Youth owned enterprise	<ul style="list-style-type: none"> - ID's of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate 	2%

		- Declaration indicating the percentage of Namibian youth ownership	
5	Previously Disadvantaged Person Owned enterprise	<ul style="list-style-type: none"> - ID's of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - Declaration indicating the percentage of Namibian PDP's ownership 	2%
6	Suppliers providing environment protection	- Declaration and proof that the bidder meets the requirements set out in the bidding document	1%
7	Suppliers providing employment to Namibians	- Declaration that the bidder employs 50% or more Namibian citizens	1%

a) For procurement of non-consultancy services:

i) Namibian Shareholding

3% - if the bidder meets any of the qualification criteria under section 71 (3) of the Act;

ii) Services to be rendered by Namibian citizens:

(aa) 1% - if between 50% - 60% of the key employees to render the service inclusive of management are Namibian citizens;

OR

(bb) 2% - if more than 60% of the key employees render the service inclusive of management are Namibian citizens;

(cc) 3% - if 100% semi-skilled labour are Namibian citizens;

iii) Materials:

2% If the bidder has signed a declaration that 50% of the total value of goods or materials to be used for the services are manufactured, grown, mined or extracted in Namibia.

b) For procurement of consultancy services

(i) Namibian shareholding:

3% - if the bidder meets any of the qualification criteria under section 71(3) of the Act;

(ii) Services to be rendered by Namibian citizens:

(aa) 4%- if the Team leader is a Namibian citizen;

(bb) 1% - if between 50% - 60% of the employees to render the service are Namibian citizens;

OR

(cc) 3% - if more than 60% of the employees to render the service are Namibian citizens.

c) For procurement of consultancy services (Individual):

5% - if an individual bidder is a Namibian citizen.