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REPUBLIC OF NAMIBIA  
OSHIKOTO REGIONAL COUNCIL

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Issued on: 03 August 2023

**Supply and Delivery of Computer Software to the  
Directorate of Education, Arts and Culture – Oshikoto  
Region for a period of Twenty-Four (24) Months**

**Procurement Reference No: G/ONB/ORC DEAC-02/2023**

**Cost: N\$ 100.00**

**Name of Bidder:** \_\_\_\_\_

**Contact Number of Bidder:** \_\_\_\_\_

**E-mail Address of Bidder:** \_\_\_\_\_

**Total price:** N\$ \_\_\_\_\_

Issued on: 03 August 2023

Closing Date & Time: 13 September 2023 @ 10h00

Bid Opening: 13 September 2023 @ 11h00

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## **PART 1 – Bidding Procedures**

# Section I. Instructions to Bidders

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## Section I. Instructions to Bidders

### A. General

- 1. Scope of Bid**

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

    - (a) the term “in writing” means communicated in written form (e.g. by mail, fax,) with proof of receipt;
    - (b) if the context so requires, “singular” means “plural” and vice versa; and
    - (c) “day” means calendar day unless otherwise stated.
- 2. Source of Funds**

  - 2.1 **Unless otherwise stated in the BDS**, this procurement shall be financed by the Public Entity’s own budgetary allocation.
- 3. Public Entities Related to Bidding Documents and to Application for Review**

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

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

and execution of contracts.<sup>1</sup> In pursuance of this policy, the Government of the Republic of Namibia:

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

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
- (ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;<sup>3</sup>
- (iii) “collusive practice” is an arrangement between two or more parties<sup>4</sup> designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party<sup>5</sup> or the property of the party to influence improperly the actions of a party;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Purchaser’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

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

<sup>2</sup> “Another party” refers to a public official acting in relation to the procurement process or contract execution. In this context, “public official” includes Purchaser’s staff and employees of other organizations taking or reviewing procurement decisions.

<sup>3</sup> “Party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

<sup>4</sup> “Parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, noncompetitive levels.

<sup>5</sup> “Party” refers to a participant in the procurement process or contract execution.



- (bb) acts intended to materially impede the exercise of the Purchaser's inspection and audit rights provided for under sub-clause 4.2 below.
  - (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question; and
  - (c) will sanction a firm or an individual, at any time, in accordance with prevailing legislations, including by publicly declaring such firm or individual ineligible, for a stated period of time: (i) to be awarded a public contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.
- 4.2 In further pursuance of this policy, Bidders shall permit the Purchaser to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Purchaser.
- 4.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.
- 4.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 67 and 68 of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU) : [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit)
- 5. Eligible Bidders**
- 5.1
- (a) Subject to ITB 5.4, A Bidder, and all parties constituting the Bidder, must be a Namibian national(s). A Bidder shall be deemed to have the nationality of this country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
  - (b) A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 5.5) or any combination of them with a formal intent to enter into an

agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:

- (i) all parties to the JV shall be jointly and severally liable; and
- (ii) a JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.

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

- (a) have controlling shareholders in common; or
- (b) receive or have received any direct or indirect subsidy from any of them; or
- (c) have the same legal representative for purposes of this Bid; or
- (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

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

(b) Bids from suppliers appearing on the ineligibility lists of

African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

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

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

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

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

(iii) are not a dependent agency of the Purchaser.

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

## **6. Eligible Goods and Related Services**

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

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

6.3 The term "origin" means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

## **B. Contents of Bidding Documents**

7. Sections of 7.1 The Bidding Documents consist of Parts 1, 2, and 3, which

**Bidding Documents**

include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 9.

**PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms

**PART 2 Supply Requirements**

- Section V. Schedule of Requirements

**PART 3 Contract**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

- 7.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.
- 7.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not obtained directly from the Purchaser.
- 7.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

**8. Clarification of Bidding Documents**

- 8.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification within three (3) working days, if such request is received no later than the number of days, **specified in the BDS**, prior to the deadline set for submission of bids. The Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB

Clause 9 and ITB Sub-Clause 25.2.

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

### **C. Preparation of Bids**

- 10. Cost of Bidding**
- 10.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 11. Language of Bid**
- 11.1 The Bid, as well as all correspondences and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 12. Documents Comprising the Bid**
- 12.1 The Bid shall comprise the following:
- (a) the Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16;
  - (b) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 22, if required;
  - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 23.2; **as specified in the BDS;**
  - (d) documentary evidence in accordance with ITB Clause 17 establishing the Bidder's eligibility to bid;
  - (e) documentary evidence in accordance with ITB Clause 18, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

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

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

(h) the following documentary evidence is required

2. have a valid certified company Registration Certificate;
3. have an original valid good Standing Tax Certificate;
4. have an original or valid good Standing Social Security Certificate;
5. have a valid certified copy of Affirmative Action Compliance Certificate, 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;
6. An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof.
7. All pages of bid document should be initialed, and incase correction is made, that correction should be initialed.
8. The bid document shall be fully completed with accurate information.
9. Attach an original or certified copy of proof of at least two (2) valid reference letters of rendering similar services / delivering similar goods (**Computer Software**). ORC shall reserve the right to confirm authenticity of such.
10. The business principle should be in line with the bid description (IT related).

**13. Bid  
Submission  
Form and  
Price  
Schedules**

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

- 13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms
- 14. Alternative Bids** 14.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- 15. Bid Prices and Discounts** 15.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules, shall conform to the requirements specified below.
- 15.2 All lots and items must be listed and priced separately in the Price Schedules.
- 15.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discount offered.
- 15.4 The Bidder shall quote any unconditional discount and indicate the method for their application in the Bid Submission Form.
- 15.5 The terms EXW, CIP, CIF and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
- 15.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through the carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
- (i) the price of the goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex-factory, or on the previously imported goods of foreign origin quoted ex-warehouse, ex-showroom, or off-the-shelf;
  - (ii) VAT payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) the total price for the item.
  - (iv) For Related Services whenever such Related Services are specified in the Schedule of Requirements the cost in Namibian Dollars of each item comprising the Related Services; inclusive of custom duties and VAT, payable

on the Related Services, if the Contract is awarded to the Bidder.

- 15.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account in respect of changes in production cost, **unless otherwise specified in the BDS**. A Bid submitted with an adjustable price quotation in this respect shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 31. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
- 15.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). **Unless otherwise specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 15.4 provided the bids for all lots are submitted and opened at the same time.
- 16. Currencies of Bid** 16.1 The Bidder shall quote in Namibian dollars as **specified in the BDS**.
- 17. Documents Establishing the Eligibility of the Bidder** 17.1 To establish their eligibility in accordance with ITB Clause 5, Bidders shall complete the Bid Submission Form, included in Section IV: Bidding Forms
- 18. Documents Establishing the Eligibility of the Goods and Related Services** 18.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 6, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- 19. Documents Establishing the Conformity of the Goods and Related** 19.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.



- Services**
- 19.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 19.3 The Bidder shall also furnish a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Purchaser.
- 19.4 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.
- 20. Documents Establishing the Qualifications of the Bidder**
- 20.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction that:
- (a) if required **in the BDS**, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms, to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Namibia;
  - (b) if **required in the BDS**, the Bidder is equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
  - (c) the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

**21. Period of  
Validity of  
Bids**

- 21.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 22, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid, except as provided in ITB Sub-Clause 21.3.
- 21.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the Contract price shall be adjusted as specified in the request for extension. Bid evaluation shall be based on the Bid Price without taking into consideration the above correction.

**22. Bid Security**

- 22.1 The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**.
- 22.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 22.3 The Bid Security shall be in the amount/percentages **specified in the BDS** and denominated in Namibian dollars, and shall:
- (a) be issued by a commercial bank operating in Namibia.
  - (b) be substantially in accordance with the forms of Bid Security included in Section IV, Bidding Forms;
  - (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 22.6 are invoked;
  - (d) be submitted in its original form; copies will not be accepted;
  - (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 21.2;
- 22.4 Any bid not accompanied by an enforceable and substantially

compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 22.1, shall be rejected by the Purchaser as nonresponsive.

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

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

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 21.2; or
- (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45;

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

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

- (a) a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 20.2;
- (b) a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) the successful Bidder fails to: sign the Contract in accordance with ITB 44; or furnish a performance security in accordance with ITB 45.

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

## 23. Format and Signing of Bid

23.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies

of the bid, in the number **specified in the BDS** and clearly mark them “COPY.” In the event of any discrepancy between the original and the copies, the original shall prevail.

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

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

#### **D. Submission and Opening of Bids**

##### **24. Submission, Sealing and Marking of Bids**

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

- (a) Bidders submitting bids by mail or by hand, shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 24.2 and 24.3.
- (b) Bidders submitting bids electronically shall follow the electronic bid submission procedures **specified in the BDS**. Not applicable to this bid.

24.2 The inner and outer envelopes shall:

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

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

##### **25. Deadline for Submission**

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

- of Bids** 25.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 26. Late Bids** 26.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 25. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- 27. Withdrawal, Substitution, and Modification of Bids** 27.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 24, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 23.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses 23 and 24 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION;” and
  - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 25.
- 27.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 27.1 shall be returned unopened to the Bidders.
- 27.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- 28. Bid Opening** 28.1 The Purchaser shall conduct the bid opening in the presence of the Bidders’ representatives who choose to attend at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-Clause 24.1 shall be as **specified in the BDS**.
- 28.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall

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

- 28.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder; the Bid Price(s), including any discounts and alternative bids and indicating whether there is a modification; the presence of a bid security or the subscription with respect to the Bid Securing Declaration in the Bid Submission Form, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at bid opening shall be considered for evaluation. No bid shall be rejected at bid opening except for late bids, in accordance with ITB 26.1.
- 28.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and the effect of the record. A copy of the record shall be distributed, upon request, to all Bidders who submitted bids in time; and posted on line when electronic bidding is permitted.

## **E. Evaluation and Comparison of Bids**

- 29. Confidentiality** 29.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

- 29.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 29.3 Notwithstanding ITB Sub-Clause 29.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.
- 30. Clarification of Bids**
- 30.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 32.
- 31. Responsiveness of Bids**
- 31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 31.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
- (a) affects in a substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in a substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 31.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
- 32. Nonconformities, Errors, and Omissions**
- 32.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 32.2 Provided that a bid is substantially responsive, the Purchaser may

request the Bidder to submit the necessary information or documentation, within a reasonable period of time, or to rectify nonmaterial nonconformities or omissions in the bid relating to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

**33. Preliminary Examination of Bids**

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

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

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 13.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 13.2;
- (c) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 22, if applicable.

**34. Examination of Terms and Conditions; Technical**

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



- Evaluation** 34.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 19, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 34.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 31, it shall reject the Bid.
- 35. Margin of Preference** 35.1 Margin of preference shall not be a factor in bid evaluation, **unless otherwise specified in the BDS.**
- 36. Evaluation of Bids** 36.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 36.2 To evaluate a Bid, the Purchaser shall use only the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.
- 36.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) evaluation to be done for Items as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 15;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 32.3;
  - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 15.4;
  - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
  - (e) adjustments due to the application of a margin of preference, in accordance with ITB Clause 36 if applicable.
- 36.4 (a) The Purchaser's evaluation of a bid will take into account:
- (i) in the case of Goods offered from within Namibia, all taxes but excluding VAT payable on the Goods if the Contract is awarded to the Bidder;
  - (ii) in the case of Goods offered from outside Namibia, customs duties applicable in and payable on the Goods if the Contract is awarded to the Bidder; and
  - (iii) transport and other costs for the goods to reach its final destination.

- (b) The Purchaser's evaluation of a bid will **not** take into account any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.
- 36.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 15. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- 37. Comparison of Bids** 37.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB Clause 36.
- 38. Post-qualification of the Bidder** 38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 20.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 38.4 Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidder's capabilities and capacity to execute the Contract satisfactorily before deciding on award.

- 39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**      39.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

## **F. Award of Contract**

- 40. Award Criteria**      40.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- 41. Purchaser's Right to Vary Quantities at Time of Award**      41.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages **specified in the BDS**, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- 42. Notification of Award**      42.1 Prior to the expiration of the period of bid validity, the Purchaser shall, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review, the Purchaser shall notify the selected Bidder, in writing, by a Letter of Acceptance for award of contract. The Letter of Acceptance shall specify the sum that the Purchaser will pay the Supplier in consideration of the execution and completion of the Contract (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). Within seven days from the issue of the notification of award, the Purchaser shall publish on the Public Procurement Portal ([www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit)) and the Purchaser's website, the results of the Bidding Process identifying the bid and lot numbers and the following information:
- (i) name of the successful Bidder, and the Price it offered, as well as the duration and summary scope of the contract awarded; and
  - (ii) an executive summary of the Bid Evaluation Report
- 42.2 Until a formal Contract is prepared and executed, the letter of Acceptance shall constitute a binding Contract.
- 43. Signing of**      43.1 Promptly after issue of the notification of award, the Purchaser

- Contract** shall send the successful Bidder the Agreement and the Special Conditions of Contract.
- 43.2 Within thirty (30) days of the award, the successful Bidder shall sign, date, and return it to the Purchaser.
- 43.3 Notwithstanding ITB 43.2 above, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, to Namibia, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided, however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- 44. Performance Security**
- 44.1 Within thirty (30) days of the award, the successful Bidder, if required, shall furnish the Performance Security in accordance with the **GCC**, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Purchaser. The Purchaser shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 22.5
- 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall lead to the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.
- 45. Debriefing**
- 46.1 The Purchaser shall promptly attend to all debriefing for the contract made in writing and within 30 days from the date of the publication of the award or date the unsuccessful bidders are informed about the award.

## Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: <b>Oshikoto Regional Council - Directorate of Education, Arts and Culture</b>
ITB 1.1	<p><b>The name and identification number of the Procurement are: Supply and Delivery of Computer Software to the Directorate of Education, Arts and Culture – Oshikoto Region for a period of Twenty-Four (24) Months</b></p> <p><b>Procurement Reference Number: G/ONB/ORC DEAC-02/2023</b></p> <p>The Invitation for Bids has been issued through an Open national bidding procedure.</p>
ITB 1.1	<b>The name of the Project is: Supply and Delivery of Computer Software to the Directorate of Education, Arts and Culture – Oshikoto Region for a period of Twenty-Four (24) Months</b>
ITB 2.1	The Funding Agency is: <b>Oshikoto Regional Council - Directorate of Education, Arts and Culture</b>
ITB 3.1	<p>(a) The address to file application for review is:</p> <p><b>The Review Panel Private Bag 13295 Windhoek Namibia</b></p>
ITB 5.3	<p>A list of firms debarred from participating in Public Procurement in Namibia is available at <a href="http://www.mof.gov.na/procurement-policy-unit">http://www.mof.gov.na/procurement-policy-unit</a></p> <p>A list of firms debarred by World Bank is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a></p>
	<b>B. Contents of Bidding Documents</b>
ITB 8.1	<p>For <b>Clarification of bid purposes</b> only, the Purchaser's address is:</p> <p>Chief Regional Officer: Oshikoto Regional Council, P. O. Box 19247, Omuthiya</p>

	Tel: (065) 244 800, Fax: (065) 244 071 E-mail: <a href="mailto:procurement@oshikotorc.gov.na">procurement@oshikotorc.gov.na</a>
<b>ITB 8.1</b>	Request for Clarification should reach the Purchaser not later than <b>14 days</b> , prior to the closing date for submission of bids (25 August 2023).
	<b>C. Preparation of Bids</b>
<b>ITB 12.1 (c)</b>	<p><i>Not Required for this bid</i></p> <p>(a) <b>No written evidence is required.</b></p> <p>(b) <b>Not Required for this bid.</b></p> <p>(c) In the case of Bids submitted by an existing or intended JV an undertaking signed by all parties (i) stating that all parties shall be jointly and severally liable, if so required in accordance with ITB 5.1, and (ii) nominating a Representative who shall have the authority to conduct all business for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.”]</p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>
<b>ITB 12.1 (h)</b>	The Bidder shall submit the following additional documents in its bid: <b>Not Compulsory, but Images and/or Catalogue shall add as an advantage.</b>
<b>ITB 14.1</b>	Alternative Bids <b>shall not be</b> considered.
<b>ITB 15.5</b>	The Incoterms edition is: Incoterms 2020: DDP and/or DAP.
<b>ITB 15.7</b>	The prices quoted by the Bidder: <b>shall only be adjustable, in accordance with the provisions in the Public Procurement Act, 2015 (as amended).</b>
<b>ITB 15.8</b>	Prices quoted for each item shall correspond at least to <b>100%</b> of the quantities specified for this item.
<b>ITB 16.1</b>	Bidders shall quote only in Namibian dollars on the basis of <sup>6</sup> either: <p style="text-align: center;"><b><u>(a) prices not adjustable to rate of exchange</u></b></p>
<b>ITB 19.3</b>	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <b>One (1) year after delivery.</b>

<sup>6</sup> Delete as appropriate

<b>ITB 20.1 (a)</b>	Manufacturer's authorization is <b>not required</b> .
<b>ITB 20.1 (b)</b>	After sales service is <b>required for one (1) year</b> .
<b>ITB 21.1</b>	<b>The bid validity period shall be 180 working days, with effect from 14 September 2023 to 05 June 2024.</b>
<b>ITB 22.1</b>	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
<b>ITB 22.3</b>	The amount of the Bid Security shall be <b>Not Applicable</b>
<b>ITB 22.8</b>	If a bid securing declaration is required and the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Namibia for a period of time (not exceeding 5 years) to be determined by the Review Panel.
<b>ITB 23.1</b>	In addition to the original of the bid, the number of copies is: <b>Not Required</b>
	<b>D. Submission and Opening of Bids</b>
<b>ITB 24.1</b>	Bidders <b>shall not</b> have the option of submitting their bids electronically.
<b>ITB 24.1 (b)</b>	If bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be: <b>Not required for this bid</b>
<b>ITB 24.2 (c)</b>	The inner and outer envelopes shall bear the following additional identification marks: <b>G/ONB/ORC DEAC-02/2023</b> <b>Supply and Delivery of Computer Software to the Directorate of Education, Arts and Culture – Oshikoto Region</b>
<b>ITB 25.1</b>	For bid submission purposes, the Purchaser's address is: <b>To: Procurement Management Unit, Oshikoto Regional Council P. O. Box 19247, Omuthiya (to be deposit in the Bid Box Ground floor)</b> Floor-Room number: <b>Ground floor</b> Town: <b>Omuthiya</b> The deadline for the submission of bids is: <b>Date: 13 September 2023</b> <b>Time: 10h00</b>

<b>ITB 28.1</b>	The bid opening shall take place at: <b>Oshikoto Regional Council, Omuthiya, and Ground Floor.</b> Date: <b>13 September 2023</b> Time: <b>11h00</b>
<b>ITB 28.1</b>	If electronic bid submission is permitted in accordance with ITB sub-clause 24.1, the specific bid opening procedures shall be: <b>Not required</b>
	<b>E. Evaluation and Comparison of Bids</b>
<b>ITB 35.1</b>	A margin of preference shall be applicable to local Domestic Suppliers as indicated in Section III. <b>No Margin of preference for this bid.</b>
<b>ITB 36.3(a)</b>	Evaluation will be done for <b>“Bids will be evaluated for all items and the Contract will comprise the items awarded to the successful Bidders”.</b>
<b>ITB 36.3(d)</b>	The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria: (a) deviation in Delivery schedule: <b>Not required for this bid</b> (b) deviation in payment schedule: <b>Not required for this bid</b> (c) the cost of major replacement components, mandatory spare parts, and service: <b>Not required for this bid</b> (d) the availability in Namibia of spare parts and after-sales services for the equipment offered in the bid: <b>Not required for this bid</b> (e) the projected operating and maintenance costs during the life of the equipment: <b>Not required for this bid</b> (f) the performance and productivity of the equipment offered; Not required for this bid
<b>ITB 36.6</b>	Bidders <b>shall be</b> allowed to quote separate prices for one or more lots.
	<b>F. Award of Contract</b>
<b>ITB 41.1</b>	The maximum percentage by which quantities may be increased or decreased is: <b>15%</b>



## **Section III. Evaluation and Qualification Criteria**

### **Section III.- Evaluation Criteria**

#### **1. Evaluation Methodology**

Evaluation is going to be conducted by an appointed ad-hoc Bid Evaluation Committee (BEC), in accordance to the following criteria, as stated in table 1 in two phases.

##### **Phase1: Mandatory Documents**

The eligibility criteria will be assessed based on a **Yes or No**. Bidders that pass with 100% **Yes** in the required documents as stated in table 1, will proceed to the next phase (phase 2 – Procurement contract award).

##### **Phase 2: Procurement contract award**

The procurement contract will be awarded to one (1) bidder that is the lowest evaluated economical substantially responsive compliant to the bid. Such bidder would be selected as preferred supplier.

**Table 1: Mandatory Requirements**

**NB:** This table is to be completed by the BEC. Bidders should only initial the page.

Description	Yes	No
1. Attach a certified copy of the valid Company Registration Certificate or Registration of defensive name if applicable issued by the Ministry of Industrialization and Trade or BIPA.		
2. An original or certified copy of a valid Good Standing Tax Certificate from the Receiver of Revenue (NAMRA).		
3. An original or certified copy of a valid Good Standing Certificate from Social Security Commission;		
4. A valid certified copy of an Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
5. A written undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, wage determinations, and Award, where applicable and that it will abide to sub-clause 6.2 of the General Conditions of Contract if it is awarded the Contract or part thereof.		
6. A duly completed and signed Bid Securing Declaration form		
7. Attach certified copy of a proof of confirmation of account from a Namibian Banking Institution, issued within the past 6 months (Proof of Confirmation should have a bank date stamp).		
8. Duly signed and completed Bid Submission Form		
9. The bidder ensured that all pages of the bidding document are fully completed with accurate information at the correct spaces provided and all pages are initialed.		
10. Principal business should be in line (Information Technology related business)		
11. The Bidding document must have a date stamp by Finance Division (Oshikoto Regional Council) and signature of the Accountant, as proof that the bidder paid N\$ 100.00 for the bidding document.		
12. Attach an original or certified copy of proof of at least two (2) valid reference letters of rendering similar services / delivering similar goods ( <b>Computer Software</b> ). ORC shall reserve the right to confirm authenticity of such.		

## **Contents**

1. Evaluation Criteria (ITB 36.3 (d))
2. Multiple Contracts (ITB 36.6)
3. Post-qualification Requirements (ITB 38.2)
4. Margin of Preference (ITB 35.1)

## 1. Evaluation Criteria (ITB 36.3 (d))

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

- (a) Delivery schedule. (as per Incoterms specified in the BDS)
- (b) Deviation in payment schedule.

The SCC stipulates the payment schedule specified by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in the SCC, at the rate per annum specified in BDS Sub-Clause 36.3 (d).

- (c) Cost of major replacement components, mandatory spare parts, and service. *N/A*
- (d) Availability in Namibia of spare parts and after sales services for equipment offered in the bid.

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

- (e) Projected operating and maintenance costs.

An adjustment to take into account the operating and maintenance costs of the Goods will be added to the bid price, for evaluation purposes only, if specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated in accordance with the methodology specified in the BDS Sub-Clause 36.3(d).

- (f) Performance and productivity of the equipment.

An adjustment to take into account the productivity of the goods offered in the bid will be added to the bid price for evaluation purposes only, if so specified in BDS Sub-Clause 36.3(d). The adjustment will be evaluated based on the cost per unit of the actual productivity of goods offered in the bid with respect to minimum required values, using the methodology specified in BDS Sub-Clause 36.3(d).

- (g) Specific additional criteria: None

## 2. Multiple Contracts (ITB 36.6)

Not required for this bid.

### 3. Post-qualification Requirements (ITB 38.2)

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

13. (a) The Bidder shall furnish documentary evidence that it meets the following financial requirement(s): A letter of Intent / a bank statement to be issued by a commercial bank operating in Namibia

*(The Bidder shall submit a letter of Intent from a commercial Bank operating in Namibia regarding the Bidder's ability to access credit facilities. The letter has to be dated not more than one month prior to the closing date of submission of bid)*

- (b) Qualification requirements;

- (i) The bidder must have at least 3 years of experience in supplying a similar type of good for which the Invitation of Bids is issued: **Not required for this bid**

- (ii) Where the bidder is a trader proposing goods duly authorised by the supplier and for which there is no requirement for local after sale service, the bidder should have experience in handling orders of similar value and providing support back-up from supplier of the goods.

- (c) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):

1. Submit all the obligatory documents as listed in ITB 12.1(h).

- (d) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: **Attach catalogue**

### 4. Margin of preference (ITB 35.1)

The applicable margins of preference are: **Not Applicable of this Bid**

## Section IV. Bidding Forms

### Table of Forms

<b>Bidder Information Form .....</b>
<b>Joint Venture Partner Information Form .....</b>
<b>Bid Submission Form .....</b>
<b>Bid Security (Bank Guarantee) .....</b>
<b>Bid Securing Declaration.....</b>
<b>Witten undertaking in terms of section 138 of the Labour Act.....</b>
<b>Price Schedule : .....</b>
<b>Price and Completion Schedule - Related Services .....</b>
<b>Manufacturer's Authorization .....</b>
<b>Cost Structure for Value Added Calculation per Product.....</b>

## Bidder Information Form

Date: .....

Procurement Ref. No: .....

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Legal Name: .....

2. In case of JV, legal name of each party: .....

3. Bidder's actual or intended Country of Registration: .....

4. Bidder's Year of Registration: .....

5. Bidder's Legal Address in Country of Registration: .....

6. Bidder's Authorized Representative

Name: .....

Address: .....

Telephone/Fax numbers: .....

Email Address: .....

7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- ☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2.
- ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1.
- ☐ In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.



## Joint Venture Partner Information Form

Date: .....

Procurement Ref. No.: .....

1. Bidder's Legal Name: .....
2. JV's Party legal name: .....
3. JV's Party Country of Registration: .....
4. JV's Party Year of Registration: .....
5. JV's Party Legal Address in Country of Registration: .....
6. JV's Party Authorized Representative Name: ..... Address: ..... Telephone/Fax numbers: ..... Email Address: .....
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.5.

## Bid Submission Form

Date:.....

Procurement Ref. No.: .....

To: .....

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: ..... *[insert the number and issuing date of each Addendum]*;
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and ..... Related ..... Services .....  
.....
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: .....
- (d) The discounts offered and the methodology for their application are:
- Discounts.** If our bid is accepted, the following discounts shall apply .....  
..... *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*
- Methodology of Application of the Discounts.** The discounts shall be applied using the following method: .....
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 21.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 25.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we undertake to obtain a Performance Security in accordance with ITB Clause 44 and GCC Clause 18 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries N/A
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 5.2;

- (i) Our firm, its affiliates or subsidiaries—including any subcontractor or supplier for any part of the contract—have not been declared ineligible by an international financing agency such as the World Bank, African Development Bank or any other international agency or under the Laws of Namibia or official regulations in accordance with ITB Sub-Clause 5.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

- (k) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: .....

In the capacity of .....

Name: \_\_\_\_\_

Duly authorized to sign the bid for and on behalf of: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

*Appendix to Bid Submission Form*

**BID SECURING DECLARATION**  
(Section 45 of Act)  
(Regulation 37(1)(b) and 37(5))

**Date:**.....

**Procurement Ref No.:** .....

**To:**.....

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

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

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We\* be successful bidder; or
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

I/We\* understand this bid securing declaration ceases to be valid if I am/We are\* not the successful Bidder

Signed: .....

Capacity of: .....

Name: .....

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Corporate Seal



## Republic of Namibia

<b>Ministry of Labour, Industrial Relations and Employment Creation</b>
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**Written undertaking in terms of section 138 of the Labour Act, 2007 and  
section 50(2)(D) of the Public Procurement Act, 2015**

### 1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

## 2. PROCUREMENT DETAILS

Procurement Reference No.: .....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

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

.....

## 3. UNDERTAKING

I .....[insert full name], owner/representative

of .....[insert full name of company]

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

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

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

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

# I. Price Schedule Forms

## PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **G/ONB/ORC DEAC-02/2023**

Currency of Bid: **Namibian Dollars**

Item No	Brief Description of Services	Quantity	Unit of Measure	Unit Price
A*	B*	C*	D*	E
1.	Internet Security Antivirus 4-in-1	1	Each	
2.	Microsoft Office 2019	1	Each	
3.	Microsoft Office 2022	1	Each	
4.	Window 10 Operating System	1	Each	
5.	Window 11 Operating System	1	Each	
<i>Enter 0% VAT rate if VAT exempt.</i>			<b>Sub Total</b>	
			<b>VAT @ 15 %</b>	
			<b>Total</b>	

### Priced Activity Schedule Authorised By:

Name of signatory:		Signature:	
Position:		Date:	
Company Name:			

## **PART 2 – Supply Requirements**

### **Section V. Schedule of Requirements**



### **3. Technical Specifications**

*Not required for this bid*

### **4. Drawings**

*These Bidding Documents does not include drawings.*

### **5. Inspections and Tests**

*The following inspections and tests shall be performed: Goods will be verified on delivery*

## Invitation for Bids (IFB)

### Supply and Delivery of Computer Software to the Directorate of Education, Arts and Culture – Oshikoto Region for a period of Twenty-Four (24) Months

Procurement Reference No: **G/ONB/ ORC-DEAC-02/2023**

1. Bids are invited through Open National Bidding (ONB) procedures for Supply and Delivery of Computer software to the Directorate of Education, Arts and Culture- Oshikoto Region for a period of Twenty-Four (24) Months.
2. Interested eligible bidders may obtain further information from **Oshikoto Regional Council Directorate of Education, Arts and Culture, Contact:**

**Procurement Management Unit (PMU):** [procurement@oshikotorc.gov.na](mailto:procurement@oshikotorc.gov.na)

Mr. Leo Paulus: (065) 281900

**Technical**

Mr. Fillipus Nambahu (065) 281900, [filippusnambahu@gmail.com](mailto:filippusnambahu@gmail.com)

3. Qualifications requirements include: **As per the ITB**. A margin of preference for certain goods manufactured domestically **shall not** be applied. Additional details are provided in the Bidding Documents.
4. A complete set of Bidding Documents in **English** may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee **NS\$ 100.00**. The method of payment will be **deposited the money into: The Oshikoto Regional Council-General Expenses, First National Bank, Account Number: 62017952236, Branch Number: 28-00-72, Omuthiya**. The Bidder should print their bidding document and take it along with the proof of payment to Finance Division for date stamp.
5. Bids must be delivered to the address below on or before **13 September 2023**. Electronic bidding **will not** be permitted. Late bids will be rejected. Bids will be opened in the presence of the bidders' representatives who choose to attend in person at **Oshikoto Regional Council Head Office, Omuthiya, Ground floor, Procurement Management Unit** at 11h00 on 13 September 2023.
6. The address(s) referred to above is: **Oshikoto Regional Council Head Office, P O Box 19247, Omuthiya, Ground floor, Procurement Management Unit**.