AGRIBANK
OF NAMIBIA
*Your all Season Bank*

# BIDDING DOCUMENTS
**Issued on: 13 November 2026**

**for**

# Provision of a Cybersecurity Training Platform and a Managed Service Partner in Namibia Thirty-Six (36) Months

FOR INSPECTION ONLY

**Procurement Reference No: SC/ONB/AGRI-03/2026-2027**

**Cost: N$ 300.00**

Project: Provision of a Cybersecurity and Compliance Training Platform and a Managed Service Partner in Namibia
Thirty-Six (36) Months

# Table of Contents

**PART 1 – Bidding Procedures** .....

**Section I. Instructions to Bidders** .....
**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** .....
**Section VII. Special Conditions of Contract** .....
**Section VIII. Contract Forms** .....

**1. Contract Agreement** .....

**2. Performance Security** .....

**4. Bank Guarantee for Advance Payment** .....
**Invitation for Bids (IFB) (for international bidding)** .....

FOR INSPECTION ONLY

# PART 1 – Bidding Procedures

FOR INSPECTION ONLY

# Section I. Instructions to Bidders

## Table of Clauses

**A. General**

1. Scope of Bid
2. Source of Funds
3. Public Entities Related to Bidding Documents and to Application for Review
4. Fraud and Corruption
5. Eligible Bidders
6. Eligible Goods and Related Services

**B. Contents of Bidding Documents**

7. Sections of Bidding Documents
8. Clarification of Bidding Documents
9. Amendment of Bidding Documents

**C. Preparation of Bids**

10. Cost of Bidding
11. Language of Bid
12. Documents Comprising the Bid
13. Bid Submission Form and Price Schedules
14. Alternative Bids
15. Bid Prices and Discounts
16. Currencies of Bid
17. Documents Establishing the Eligibility of the Bidder
18. Documents Establishing the Eligibility of the Goods and Related Services
19. Documents Establishing the Conformity of the Goods and Related Services
20. Documents Establishing the Qualifications of the Bidder
21. Period of Validity of Bids
22. Bid Security
23. Format and Signing of Bid

**D. Submission and Opening of Bids**

24. Submission, Sealing and Marking of Bids
25. Deadline for Submission of Bids
26. Late Bids
27. Withdrawal, Substitution, and Modification of Bids
28. Bid Opening

FOR INSPECTION ONLY

**E. Evaluation and Comparison of Bids .....**
29. Confidentiality .....
30. Clarification of Bids.....
31. Responsiveness of Bids.....
32. Nonconformities, Errors, and Omissions.....
33. Preliminary Examination of Bids.....
34. Examination of Terms and Conditions; Technical Evaluation .....
35. Conversion to Single Currency.....
36. Margin of Preference .....
37. Evaluation of Bids.....
38. Comparison of Bids .....
39. Post-qualification of the Bidder.....
40. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids .....

**F. Award of Contract .....**
41. Award Criteria .....
42. Purchaser's Right to Vary Quantities at Time of Award.....
43. Notification of Award.....
44. Signing of Contract.....
45. Performance Security.....
46. Debriefing .....

FOR INSPECTION ONLY

# Section I. Instructions to Bidders

## A. General

**45. 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.

**46. Source of Funds**

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

**47. 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.**

**48. 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

FOR INSPECTION ONLY

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

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

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

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

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

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

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Purchaser's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice;

FOR INSPECTION ONLY

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

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

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

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

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

and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the 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

**49. Eligible Bidders**

49.1 (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

FOR INSPECTION ONLY

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.

49.2 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

FOR INSPECTION ONLY

in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.

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

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

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

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

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

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

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

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

**50. Eligible Goods and Related**

50.1 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.

FOR INSPECTION ONLY

**Services**

50.2 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.

50.3 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

**51. Sections of Bidding Documents**

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

**PART 1 Bidding Procedures**

- 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

51.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Documents.

51.3 The Purchaser is not responsible for the completeness of the Bidding Documents and their addendum, if they were not

FOR INSPECTION ONLY

obtained directly from the Purchaser.

51.4 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.

**52. Clarification of Bidding Documents**

52.1 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, provided that such request is received no later than the number of days, **specified in the BDS**, prior to the deadline set for submission of bids. 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.

52.2 Compulsory debriefing session will be held as **specified in the BDS.** Bidders that fail to attend this session will automatically be disqualified from the bidding process.

**53. Amendment of Bidding Documents**

53.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

53.2 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.

53.3 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

**54. Cost of Bidding**

54.1 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.

FOR INSPECTION ONLY

**55. 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.

**56. 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

1. have a valid company Registration Certificate;
2. have an original valid good Standing Tax Certificate;
3. have an original valid good Standing Social Security Certificate;
4. have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or

FOR INSPECTION ONLY

exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;

5. have a certificate indicating SME Status (for Bids reserved for SMEs);
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; and;
7. *[insert any other additional eligibility criteria]*

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

57.1 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.

57.2 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

**58. Alternative Bids**

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

**59. Bid Prices and Discounts**

59.1 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.

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

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

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

59.5 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

FOR INSPECTION ONLY

Commerce, as specified in the **BDS.**

59.6 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.

59.7 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.

59.8 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

FOR INSPECTION ONLY

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.

**60. Currencies of Bid**

60.1 The Bidder shall quote in Namibian dollars **as specified in the BDS.**

**61. Documents Establishing the Eligibility of the Bidder**

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

**62. Documents Establishing the Eligibility of the Goods and Related Services**

62.1 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.

**63. Documents Establishing the Conformity of the Goods and Related Services**

63.1 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.

63.2 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.

63.3 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

FOR INSPECTION ONLY

Purchaser.

63.4 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.

**64. Documents Establishing the Qualifications of the Bidder**

64.1 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.

FOR INSPECTION ONLY

**65. Period of Validity of Bids**

65.1 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.

65.2 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.

65.3 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.

**66. Bid Securing Declaration**

66.1 The Bidder shall either furnish as part of its bid, a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**.

66.2 The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.

66.3 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.

66.4 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

FOR INSPECTION ONLY

(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.

**67. Format and Signing of Bid**

67.1 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.

67.2 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.

67.3 Any interlineation, 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

**68. Submission, Sealing and Marking of Bids**

68.1 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.**

68.2 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;

FOR INSPECTION ONLY

(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.

68.3 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.

**69. Deadline for Submission of Bids**

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

69.2 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.

**70. Late Bids**

70.1 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.

**71. Withdrawal, Substitution, and Modification of Bids**

71.1 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.

71.2 Bids requested to be withdrawn in accordance with ITB Sub-

FOR INSPECTION ONLY

Clause 27.1 shall be returned unopened to the Bidders.

71.3 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.

**72. Bid Opening**

72.1 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.**

72.2 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.

72.3 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.

FOR INSPECTION ONLY

72.4 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

**73. Confidentiality**

73.1 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.

73.2 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.

73.3 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.

**74. Clarification of Bids**

74.1 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.

**75. Responsiveness of Bids**

75.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

FOR INSPECTION ONLY

75.2 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.

75.3 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.

**76. Nonconformities, Errors, and Omissions**

76.1 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.

76.2 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.

76.3 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

FOR INSPECTION ONLY

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.

**77. Preliminary Examination of Bids**

77.1 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.

77.2 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.

**78. Examination of Terms and Conditions; Technical Evaluation**

78.1 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.

78.2 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.

78.3 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.

**79. Margin of Preference**

35.1 Margin of preference shall not be a factor in bid evaluation, **unless otherwise specified in the BDS.**

**80. Evaluation of Bids**

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

FOR INSPECTION ONLY

80.2 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.

80.3 To evaluate a Bid, the Purchaser shall consider the following:

(a) evaluation to be done for Items or Lots, 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.

80.4 (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.

80.5 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

FOR INSPECTION ONLY

Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).

80.6 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.

**81. Comparison of Bids**

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

**82. Post-qualification of the Bidder**

82.1 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.

82.2 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.

82.3 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.

82.4 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.

**83. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

83.1 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.

FOR INSPECTION ONLY

## F. Award of Contract

**84. Award Criteria**

84.1 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.

**85. Purchaser's Right to Vary Quantities at Time of Award**

85.1 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.

**86. Notification of Award**

86.1 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**) 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

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

**87. Signing of Contract**

87.1 Promptly after issue of the notification of award, the Purchaser shall send the successful Bidder the Agreement and the Special Conditions of Contract.

FOR INSPECTION ONLY

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

87.3 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 Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.

**88. Performance Security**

88.1 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

88.2 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.

**89. 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.

FOR INSPECTION ONLY

# 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: AGRICULTURAL BANK OF NAMIBIA (Agribank) |
| **ITB 1.1** | The name and identification number of the Procurement are:<br><br>Provision of a Cybersecurity and Compliance Training Platform and a Managed Service Partner in Namibia<br><br>The identification, and number of lots are: SC/ONB/AGRI-03/2026-2027 |
| | The Invitation for Bids has been issued through an Open national bidding procedure. |
| **ITB 1.1** | The name of the Project is: Provision of a Cybersecurity and Compliance Training Platform and a Managed Service Partner in Namibia<br><br>The name and reference number of the Procurement is: SC/ONB/AGRI-03/2026-2027 |
| **ITB 2.1** | The Funding Agency is: Agribank |
| **ITB 3.1** | (a) The address to file application for review is:<br><br>**The Review Panel**<br>**Private Bag 13295**<br>**Windhoek, Namibia** |
| **ITB 5.3** | A list of firms debarred from participating in Public Procurement in Namibia is available at **http://www.mof.gov.na/procurment -policy-unit**<br><br>A list of firms debarred by World Bank is available at **http://www.worldbank.org/debarr** |

FOR INSPECTION ONLY

| | |
|---|---|
| | **B. Contents of Bidding Documents** |
| **ITB 8.1** | For **Clarification of bid purposes** only, the Purchaser's address is:<br><br>Attention: Okeri Mbingeneeko<br>Address: Post Street Mall No 10, Windhoek, Namibia<br>First Floor<br>Town: Windhoek<br>Telephone: +264 61 207 4327<br>Email: tenders@agribank.com.na<br><br>Request for Clarification should reach the Purchaser not later than **7 days**, prior to the closing date for submission of bids. |
| **ITB 8.2** | **Compulsory Pre-Proposal Session will be held:**<br><br>**Date & Time:** 23 November 2026, 10H00 am,<br>**Venue:** Online, link to be shared on our website a day prior.<br><br>***Bidders that fail to attend this session will be disqualified automatically.*** |
| | **C. Preparation of Bids** |
| **ITB 12.1 (c)** | (b)This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.<br>The name and position held by each person signing the authorization must be typed or printed below the signature.<br><br>(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."]<br><br>***Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.*** |

FOR INSPECTION ONLY

| | |
|---|---|
| **ITB 12.1 (h)** | The Bidder shall submit the following additional documents in its bid:<br><br>None |
| **ITB 14.1** | Alternative Bids shall not be considered. |
| **ITB 15.5** | The Incoterms edition is: Incoterms 2010. |
| **ITB 15.7** | The prices quoted by the Bidder: "shall not" be adjustable. |
| **ITB 15.8** | Prices quoted for each item shall correspond at least to *100* % of the quantities specified for this item. |
| **ITB 16.1** | Bidders shall quote only in Namibian dollars on the basis of[6] either:<br><br>(a) prices not adjustable to rate of exchange |
| **ITB 19.3** | Period of time the Goods are expected to be functioning (for the purpose of spare parts): 3 Years. |
| **ITB 20.1 (a)** | Manufacturer's authorization is "required". |
| **ITB 20.1 (b)** | After sales service is "required". |
| **ITB 21.1** | The bid validity period shall be 90 days. |
| **ITB 22.1** | (c) The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto. |
| **ITB 22.3** | The amount of the Bid Security shall not be applicable. |
| **ITB 22.8** | If a bid securing declaration is required and the Bidder incurs any of the actions prescribed in subparagraphs (a) to (c) of this provision, the Bidder may be declared ineligible to be awarded contracts by the Government of Namibia for a period of time (not exceeding 5 years) to be determined by the Review Panel. |
| ITB 1.4 (a) | Bidders may purchase the bid document as follow: |

[6] Delete as appropriate

FOR INSPECTION ONLY

| | |
|---|---|
| | Bidders may purchase the bid document as follows:<br><br>1. Prospect bidders will be required to pay a non-refundable administration fee of **N$ 300.00** including VAT, during the bidding process.<br><br>2. All payments are strictly electronic. Payments can be done through the following account:<br><br>Account Name : Agricultural Bank of Namibia<br>Bank Name : Standard Bank<br>Account Number : 041469380<br>Branch Number : 082372<br>Swift Code : SBNMNANX<br><br>3. A valid proof of payment must be forwarded to tenders@agribank.com.na before a Bidding Document is issued and a valid proof of payment must accompany the Bidding document during the Bid submission process. |
| | |
| | **D. Submission and Opening of Bids** |
| **ITB 1.4 (b)** | Bidders "shall not" have the option of submitting their bids electronically. |
| **ITB 24.2 (c)** | The inner and outer envelopes shall only bear identification marks as per **ITB 24.2**. |
| **ITB 25.1** | Submission of bids at the Bank, the Purchaser's address is:<br><br>To: Agricultural Bank of Namibia<br>**Reference No:** SC/ONB/AGRI-03/2026-2027<br>**Street Address:** 10 Post Street Mall, Windhoek<br>**Floor-Room number:** Ground Floor, Reception,<br>**City**: Windhoek<br>**The deadline for the submission** of bids is:<br>**Date:** 15 December 2026<br><br>**Time:** 11:00a.m |

FOR INSPECTION ONLY

| | |
|---|---|
| **ITB 28.1** | The bid opening shall take place at:<br>Agricultural Bank of Namibia<br>Street Address: No 10, Post street Mall<br>Floor/ Room number: 1st Floor, Boardroom<br>City: Windhoek<br>Date: 15 December 2026, Time: 11:10 am |
| | **E. Evaluation and Comparison of Bids** |
| **ITB 35.1** | A margin of preference shall not be applicable. |
| **ITB 36.3(a)** | Evaluation will be done per *"Lot".* |
| **ITB 36.3(d)** | The adjustments shall be determined using the following criteria, from amongst those set out in Section III, Evaluation and Qualification Criteria:<br>(a) deviation in Delivery schedule: *No.*<br>(b) deviation in payment schedule: *No.*<br>(c) the cost of major replacement components, mandatory spare parts, and service: *No.*<br>(d) the availability in Namibia of spare parts and after-sales services for the equipment offered in the bid: *No.*<br>(e) the projected operating and maintenance costs during the life of the equipment: No.<br>(f) the performance and productivity of the equipment offered; No. |
| **ITB 36.6** | Bidders "shall not" be allowed to quote separate prices for one or more lots. |
| | **F. Award of Contract** |
| **ITB 41.1** | The maximum percentage by which quantities may be increased or decreased is: *10 %.* |

FOR INSPECTION ONLY

# Section III. Evaluation and Qualification Criteria

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

## Contents

1. Evaluation Criteria (ITB 36.3 (d))

2. Multiple Contracts (ITB 36.6)

3. Postqualification Requirements (ITB 38.2)

4. Margin of Preference (ITB 35.1)

FOR INSPECTION ONLY

## 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)

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

(b) Deviation in payment schedule.

(i) *Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids shall be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule and the reduced bid price offered by the Bidder selected on the basis of the base price for the payment schedule outlined in the SCC.*

(c) Cost of major replacement components, mandatory spare parts, and service. *[Insert one of the following]*

(i) *The bidder shall submit a list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the BDS Sub-Clause 19.3. An adjustment equal to the total cost of these items, at the unit prices quoted in each bid, shall be added to the bid price, for evaluation purposes only.*

(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.

(ii) 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

FOR INSPECTION ONLY

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

1.1. Legal, Administrative and Financial Evaluation

**Evaluation of the Proposals**

The bid submitted by the bidders will be evaluated as per the following procedure:

**a)** First level of evaluation (**Section A)** will be for the pre-qualification bid, which comprises of evaluating bids against the Preliminary, Eligibility, and compulsory criteria. Only those firms that complied with all items in the compulsory criteria section will be considered for further evaluation.

**b)** Second level of evaluation (**Section B & C**) will be based on the Administrative and Financial admissibility.

**c)** Third level of evaluation (**Section D)** will be based on Technical & Demonstrative Experience evaluation category, before considering cost.

1. The Technical Evaluation shall be conducted against the technical evaluation criteria stipulated in this bidding document. The technical criteria carry a total raw score of 105 marks, which shall be converted to a weighted score of 40% as follows:
    a. Weighted Technical Score = (Bidder's Technical Score ÷ 105) × 40
2. The Demonstration Evaluation shall carry a total raw score of 60 marks. Bidders proceeding to the demonstration stage shall be required to demonstrate the capabilities of the proposed platform against the prescribed demonstration scenarios and criteria. The demonstration score shall be converted to a weighted score out of 30% as follows:
    a. Weighted Demonstration Score = (Bidder's Demonstration Score ÷ 60) × 30

**d)** On technical response, bids will be evaluated as per the following weights:

1. Financial Admissibility 30%
2. Technical Requirements (Technical Score + Demonstration Score) 70%

**e)** Final evaluation level will be the techno-commercial bid based on the combined scores as per the guideline **d)** above verses the bid amount. The allocated score for the financial proposal will be done through the following formula:

- Whereby PS = (Price Scoring)
- Lowest Bid: The price provided by the lowest costed bidder

FOR INSPECTION ONLY

- Tendered Amount: The total bid amount under consideration.

$P^s$ = *weight of financial score* $\frac{\text{Lowest bid}}{\text{Bid Amount}}$

f) For the bid to be determined as responsive, bidder must score at least 60% of the 70% on the technical responsiveness score sheet.

FOR INSPECTION ONLY

| Evaluation Criteria | Weight (%) |
|---|---|
| **Section A** | |
| **Legal Admissibility** (this section is compulsory and bidder that fail to submit any of the required documents will be disqualified automatically) | **YES or NO** |
| Attached proof of purchasing the bid document | |
| Attached a certified copy of a valid company Registration Certificate; | |
| Complied with ITB 5.5 (c) (A) Standard Assets & B) standard Uniforms | |
| Attached an original or certified copy of a valid good Standing Tax Certificate; | |
| Attached an original or certified copy of a valid good Standing Social Security Certificate; | |
| Attached a certified copy of a valid 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; | |
| | |
| **Section B** | |
| **Administrative Requirements** (Bidder is required to submit duly filled in, signed, stamped, and dated documents as applicable). | **YES or NO** |
| Quotation Letter | |
| Bid Securing declaration | |
| Priced Activity Schedule; | |
| 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; and; | |
| | |

Section C

| ***Financial Admissibility*** | | | **30%** | |
|---|---|---|---|---|
| **Ref.** | **Evaluation Criterion** | **Scoring Criteria** | **Marks** | **Max. Marks** |
| **1.** | The Bidder must submit audited financial statements for the past 3 financial years; and such statements must show its income statements, balance sheets, cashflows and solvency position; For Closed Corporations it should be signed off by an Accounting Officer, and for PTY's it should be audited. | **Years 1** | 1 | 10 |
| | | **Years 2** | 5 | |
| | | **Years 3 & above** | 10 | |
| **2.** | Bidder to provide proof of working capital to the value of N$150 000 in the form of proof of funds from the bank or pre-approval facility from a bank. In the form of a commitment letter from the bank | Value less than N$150 000 | 0 | 10 |
| | | Value of N$150 000 & above | 10 | |
| **3.** | Reference check: Reference letters by entities to whom bidders provided Cybersecurity and Compliance Training Platform and a Managed Service for the past 6 years (Attach proof). | 1 Reference Letter | 1 | 10 |
| | | 2 Reference Letters | 5 | |
| | | 3 Reference Letters | 10 | |
| TOTAL: | | | 30 | |

FOR INSPECTION ONLY

**NB:** Bidders must submit proof of the above experience through reference letters from the respective clients. Reference letters must preferably be on the client's official letterhead and must contain sufficient information to allow the Bid Evaluation Committee to verify the project.
Reference letters must contain the following information:

- Client Name
- Client Contact Details: Name of contact person, telephone number and/or email address.
- Scope of Services Rendered: Description of the cybersecurity awareness solution or services provided, including the key capabilities implemented.
- Project/Contract Period: Commencement and completion dates, or commencement date and current status for ongoing contracts.
- Number of Users: Approximate number of users covered by the implementation, where applicable.
- Contract Value: Financial value of the contract or an approximate value, where the client permits disclosure.

All submitted documentation and references must be clear, complete and verifiable. References that cannot reasonably demonstrate that the project is comparable to the required scope may not be considered for scoring.

FOR INSPECTION ONLY

Section D

## 1.2. Technical Evaluation

## I. Platform Capability & Usability

| Ref. | Evaluation Criterion | Scoring Criteria | Marks | Max. Marks |
|---|---|---|---|---|
| **1.2** | The proposed platform must provide comprehensive and user-friendly capabilities for the administration, delivery and management of cybersecurity awareness and compliance training. The platform must provide the following eight (8) capabilities:<br>1. Responsive User Interface: The platform must provide a user-friendly and responsive interface that can be accessed and used effectively across desktop and mobile devices.<br>2. User Management: Administrators must be able to create, modify, activate and deactivate users, as well as organise users into relevant groups or departments for training purposes.<br>3. Role-Based Administration: The platform must support different administrative roles and permissions, allowing access and administrative functions to be assigned according to the responsibilities of individual administrators.<br>4. Course Creation and Management: Administrators must be able to create, configure, organise and manage training courses and modules, including the use of platform-provided and organisation-specific content.<br>5. Training Scheduling: Administrators must be able to schedule training programmes and courses for specified users or groups, including defined commencement dates, completion periods and deadlines.<br>6. Assessments and Quizzes: The platform must support assessments and/or quizzes as part of training activities and record learner results and completion outcomes.<br>7. Awareness Campaign Management: Administrators must be able to create, schedule, assign and manage cybersecurity awareness campaigns from a centralised platform.<br>8. Learner Training Progress Visibility: Learners must be able to view their assigned training, completed training, outstanding activities and overall training progress. | Bidder demonstrates all eight (8) of the specified platform capabilities. | 20 | 20 |
| | | Bidder demonstrates six (6) to seven (7) of the specified platform capabilities. | 15 | |
| | | Bidder demonstrates four (4) to five (5) of the specified platform capabilities. | 10 | |
| | | Bidder demonstrates two (2) to three (3) of the specified platform capabilities. | 5 | |
| | | Bidder demonstrates fewer than three (3) of the specified platform capabilities, or insufficient evidence is provided to determine the availability of the capabilities. | 0 | |

FOR INSPECTION ONLY

**NB:** Bidders must provide supporting evidence demonstrating the availability of the above capabilities within the proposed platform. Supporting evidence may include product documentation, technical datasheets, screenshots, user guides and/or access to a demonstration environment.

For scoring purposes, each of the eight (8) capabilities shall be counted once and will only be considered available where it is clearly stated and supported by evidence in the bidder's submission.

FOR INSPECTION ONLY

## II. Implementation, Integration, Security & Support

| Ref. | Evaluation Criterion | Scoring Criteria | Marks | Max. Marks |
|---|---|---|---|---|
| **1.3** | The bidder must demonstrate its capability to successfully implement, integrate, secure and support the proposed platform. The bidder's submission must address the following six (6) areas:<br>1. Implementation Approach: A clear and practical implementation methodology and project plan covering platform configuration, deployment, testing and go-live, including indicative timelines and key implementation activities.<br>2. User Provisioning & Authentication: The platform must support Single Sign-On (SSO) to enable users to authenticate using Agribank's existing organisational credentials/identity provider.<br>3. Administrator Training & Knowledge Transfer: The bidder must provide training and knowledge transfer to designated Agribank administrators to enable them to independently administer, configure and manage the platform.<br>4. Audit Logging: The platform must maintain audit logs of relevant administrative and security activities, including user access, administrative actions, configuration changes and other significant platform activities.<br>5. Vulnerability & Security Management: The bidder must demonstrate an established approach for identifying, assessing and addressing security vulnerabilities affecting the proposed platform, including vulnerability assessments, security updates and patch management.<br>6. Backup & Disaster Recovery: The bidder must demonstrate appropriate backup and disaster recovery arrangements to protect organisational data and enable restoration of the platform and its data following a disruption or system failure. | Bidder adequately demonstrates all six (6) of the specified capabilities. | 20 | 20 |
| | | Bidder adequately demonstrates five (5) of the specified capabilities. | 15 | |
| | | Bidder adequately demonstrates three (3) to four (4) of the specified capabilities. | 10 | |
| | | Bidder adequately demonstrates two (2) of the specified capabilities. | 5 | |
| | | Bidder demonstrates fewer than two (2) of the specified capabilities, or insufficient evidence is provided to assess the bidder's capability. | 0 | |

**NB:** Bidders must provide feasible supporting evidence corresponding to each capability being claimed. Evidence should include, where applicable: a proposed implementation plan/methodology with indicative timelines; technical or product documentation describing user provisioning and confirming SSO capability; an administrator training or knowledge-transfer plan; screenshots or product documentation demonstrating audit logging; a vulnerability and patch management

FOR INSPECTION ONLY

policy/process or relevant security assessment report; and backup/disaster recovery documentation describing backup, restoration and recovery arrangements.
Evidence must relate to the proposed platform and/or hosting environment and be sufficiently detailed to enable the Bid Evaluation Committee to verify each capability being claimed.

FOR INSPECTION ONLY

## III. Cybersecurity Awareness Content

| Ref. | Evaluation Criterion | Scoring Criteria | Marks | Max. Marks |
|---|---|---|---|---|
| **1.4** | The proposed platform must provide a comprehensive and current cybersecurity awareness content library. The bidder must demonstrate content covering the following eight (8) areas:<br>1. Phishing & Email Security: Training covering phishing emails, malicious links and attachments, business email compromise and techniques for identifying and reporting suspicious emails.<br>2. Social Engineering: Training covering common social engineering techniques, including impersonation, pretexting, baiting and manipulation of employees to disclose information or perform unauthorised actions.<br>3. Password & Credential Security: Training covering secure password practices, protection of credentials, multi-factor authentication and risks associated with compromised credentials.<br>4. Malware & Ransomware: Training covering malware and ransomware threats, common infection methods, preventative practices and appropriate user response to suspected compromise.<br>5. Data Protection & Privacy: Training covering the secure handling, sharing and protection of organisational, customer and personal information, including general data privacy principles.<br>6. Safe Internet & Digital Usage: Training covering safe browsing, downloads, removable media, public Wi-Fi, mobile devices and other common risks associated with the use of digital technologies.<br>7. Remote Working & Physical Security: Training covering cybersecurity risks associated with remote working, protection of devices and information outside the workplace, clean desk practices and prevention of unauthorised physical access.<br>8. Emerging Cybersecurity Threats: Training content that is regularly updated to address emerging cyber threats, evolving attack techniques and current cybersecurity risks affecting end users. | Bidder adequately demonstrates content covering all eight (8) of the specified cybersecurity awareness areas. | 20 | 20 |
| | | Bidder adequately demonstrates content covering six (6) to seven (7) of the specified cybersecurity awareness areas. | 15 | |
| | | Bidder adequately demonstrates content covering four (4) to five (5) of the specified cybersecurity awareness areas. | 10 | |
| | | Bidder adequately demonstrates content covering two (2) to three (3) of the specified cybersecurity awareness areas. | 5 | |
| | | Bidder demonstrates content covering fewer than two (2) of the specified areas, or insufficient evidence is provided to assess the content library. | 0 | |

FOR INSPECTION ONLY

**NB:** Bidders must provide feasible supporting evidence demonstrating the cybersecurity awareness content available within the proposed platform. Evidence should include a content/course catalogue or library listing clearly identifying the available cybersecurity topics, together with sample course descriptions, screenshots or extracts from representative training modules.
For Emerging Cybersecurity Threats, the bidder must additionally provide evidence demonstrating that the content library is periodically reviewed and updated, such as a content update policy, release/update schedule, recent content releases or equivalent documentation.

## IV. Compliance & Financial-Sector Content

| Ref. | Evaluation Criterion | Scoring Criteria | Marks | Max. Marks |
|---|---|---|---|---|
| **1.5** | The proposed platform must provide compliance and financial-sector awareness training relevant to employees operating within a financial institution. The bidder must demonstrate content covering the following six (6) areas:<br>1. Anti-Money Laundering (AML): Training covering fundamental AML principles, identification of suspicious activities and transactions, customer due diligence and employee responsibilities in preventing money laundering.<br>2. Financial Crime & Fraud Prevention: Training covering common forms of financial crime and fraud, fraud indicators, prevention measures and employee responsibilities for identifying and reporting suspected fraudulent activities.<br>3. Know Your Customer (KYC) & Customer Due Diligence: Training covering customer identification and verification, due diligence requirements, identification of higher-risk customers and ongoing customer monitoring principles.<br>4. Sanctions & Financial Crime Compliance: Training covering sanctions awareness, screening principles, prohibited or restricted transactions and the responsibilities of employees when potential sanctions-related concerns are identified.<br>5. Data Privacy & Protection Compliance: Training covering employee responsibilities for the lawful and secure collection, processing, storage, sharing and protection of customer and personal information.<br>6. Ethics, Conduct & Conflict of Interest: Training covering ethical conduct within a financial institution, conflicts of interest, confidentiality, inappropriate conduct and | Bidder adequately demonstrates content covering all seven (7) of the specified compliance and financial-sector areas. | 15 | 15 |
| | | Bidder adequately demonstrates content covering six (6) of the specified areas. | 12 | |
| | | Bidder adequately demonstrates content covering five (5) to four (4) of the specified areas. | 8 | |
| | | Bidder adequately demonstrates content covering three (3) of the specified areas. | 4 | |
| | | Bidder demonstrates content covering fewer than three (3) of the specified areas, or insufficient evidence is provided to assess the content library. | 0 | |

FOR INSPECTION ONLY

| | | | | |
|---|---|---|---|---|
| | employees' responsibilities for maintaining professional and ethical standards.<br>7 Emerging Compliance Content: Training content that is regularly updated to address emerging compliance related matters. | | | |

**NB:** Bidders must provide feasible supporting evidence demonstrating the compliance and financial-sector training content available within the proposed platform. Evidence should include a content/course catalogue or library listing clearly identifying the relevant compliance topics, supported by course descriptions, screenshots, sample course outlines or extracts from representative training modules.

FOR INSPECTION ONLY

## V. Phishing Simulation & Security Awareness Testing

| Ref. | Evaluation Criterion | Scoring Criteria | Marks | Max. Marks |
|---|---|---|---|---|
| **1.6** | The proposed platform must provide phishing simulation and security awareness testing capabilities that enable Agribank to conduct controlled phishing exercises, measure user behaviour and provide appropriate follow-up training. The bidder must demonstrate the following six (6) capabilities:<br>1. Phishing Simulation Campaigns: Ability to create, schedule and conduct simulated phishing campaigns targeting selected users, groups or the entire organisation.<br>2. Phishing Template Library: Availability of a library of realistic phishing templates covering different scenarios and techniques, with the ability to customise or create organisation-specific templates.<br>3. Multiple Phishing Techniques: Ability to simulate different phishing techniques, including malicious links, credential-harvesting scenarios and attachment-based phishing simulations.<br>4. User Behaviour Tracking: Ability to capture and measure user interaction with simulated phishing campaigns, including emails opened, links clicked, attachments opened, credentials submitted and phishing emails reported, where applicable.<br>5. Automated Remedial Training: Ability to automatically assign appropriate awareness or remedial training to users based on their actions or performance during phishing simulations.<br>6. Phishing Campaign Reporting: Ability to provide campaign results and metrics that allow administrators to assess user susceptibility, compare campaign performance and monitor changes in phishing awareness over time. | Bidder adequately demonstrates all six (6) of the specified phishing simulation and security awareness testing capabilities. | 15 | 15 |
| | | Bidder adequately demonstrates five (5) of the specified capabilities. | 12 | |
| | | Bidder adequately demonstrates three (3) to four (4) of the specified capabilities. | 8 | |
| | | Bidder adequately demonstrates two (2) of the specified capabilities. | 4 | |
| | | Bidder demonstrates fewer than two (2) of the specified capabilities, or insufficient evidence is provided to assess the proposed functionality. | 0 | |

**NB:** Bidders must provide feasible supporting evidence demonstrating the phishing simulation and security awareness testing capabilities available within the proposed platform. Evidence should include, where applicable, screenshots or product documentation showing phishing campaign creation and scheduling; examples or screenshots of the phishing template library; documentation confirming the supported simulation techniques; sample campaign results showing user behaviour metrics; evidence of automated remedial training functionality; and a sample phishing campaign report or dashboard.

FOR INSPECTION ONLY

# VI. Reporting, Analytics & Risk Measurement

| Ref. | Evaluation Criterion | Scoring Criteria | Marks | Max. Marks |
|---|---|---|---|---|
| **1.7** | The proposed platform must provide reporting and analytics capabilities that enable Agribank to monitor training performance, assess employee cybersecurity awareness and measure organisational risk over time. The bidder must demonstrate the following six (6) capabilities:<br>1. Training & Compliance Reporting: Ability to report on assigned, completed, outstanding and overdue training, including assessment results and completion rates.<br>2. Phishing Simulation Reporting: Ability to report on phishing simulation results, including relevant user actions such as emails opened, links clicked, credentials submitted and phishing emails reported, where applicable.<br>3. Management Dashboards: Availability of dashboards providing management with a consolidated view of cybersecurity awareness activities, training performance, phishing simulation results and key awareness indicators.<br>4. User & Group-Level Analytics: Ability to analyse and compare results at individual user, department, group or organisational level to identify areas requiring additional awareness or training.<br>5. Risk Measurement & Trend Analysis: Ability to measure cybersecurity awareness or human risk using defined indicators, risk scores or equivalent measures, and track changes in user or organisational risk over time.<br>6. Report Export: Ability to export reports and underlying results into commonly used formats such as PDF, Excel/CSV or equivalent formats for further analysis and management reporting. | Bidder adequately demonstrates all six (6) of the specified reporting, analytics and risk measurement capabilities. | 15 | 15 |
| | | Bidder adequately demonstrates five (5) of the specified capabilities. | 12 | |
| | | Bidder adequately demonstrates three (3) to four (4) of the specified capabilities. | 8 | |
| | | Bidder adequately demonstrates two (2) of the specified capabilities. | 4 | |
| | | Bidder demonstrates fewer than two (2) of the specified capabilities, or insufficient evidence is provided to assess the proposed functionality. | 0 | |

FOR INSPECTION ONLY

**NB:** Bidders must provide feasible supporting evidence demonstrating the reporting, analytics and risk measurement capabilities of the proposed platform. Evidence should include, where applicable, sample training/compliance reports; sample phishing simulation reports; screenshots of management dashboards; examples of user, group or departmental analytics; screenshots or documentation demonstrating risk scores and trend analysis; and sample exported reports or documentation confirming the available export.

## 1.3. Demo Evaluation

### I. Cybersecurity Awareness Content

| Ref. | Demonstration Requirement | Measurement / Scoring Criteria | Marks | Max. Marks |
|---|---|---|---|---|
| D1 | The bidder must demonstrate the cybersecurity awareness training content available within the proposed platform. The demonstration must include the following five (5) areas:<br>1. Content Library: Navigate through the available cybersecurity awareness content library and demonstrate the range of topics available, including phishing, social engineering, password/credential security, malware/ransomware, data protection/privacy and other relevant cybersecurity topics.<br>2. Training Content Quality: Open and present at least one cybersecurity awareness training module to demonstrate the quality, structure, presentation and relevance of the learning material.<br>3. Interactive Learning: Demonstrate interactive learning capabilities such as videos, quizzes, knowledge checks, scenario-based learning or other mechanisms used to encourage learner participation.<br>4. Content Customisation: Demonstrate the ability to create, upload and/or customise cybersecurity awareness content for Agribank specific training requirements.<br>5. Current & Emerging Threat Content: Demonstrate recently introduced or updated training content addressing current or emerging cybersecurity threats and show how administrators can identify or access newly released content. | Bidder successfully demonstrates all five (5) requirements. | 20 | 20 |
| | | Bidder successfully demonstrates four (4) requirements. | 16 | |
| | | Bidder successfully demonstrates three (3) requirements. | 12 | |
| | | Bidder successfully demonstrates two (2) requirements. | 8 | |
| | | Bidder successfully demonstrates one (1) requirement. | 4 | |
| | | Bidder is unable to successfully demonstrate any of the requirements. | 0 | |

FOR INSPECTION ONLY

Measurement: A requirement shall only be considered successfully demonstrated where the functionality or content is shown live within the proposed platform. Presentation slides, brochures or verbal confirmation alone shall not constitute a successful demonstration.

## II. Compliance & Financial-Sector Content

| Ref. | Demonstration Requirement | Measurement / Scoring Criteria | Marks | Max. Marks |
|---|---|---|---|---|
| D2 | The bidder must demonstrate the compliance and financial-sector training content available within the proposed platform. The demonstration must include the following five (5) areas:<br>1. AML Content: Locate and demonstrate available Anti-Money Laundering training content, including relevant course/module information.<br>2. Financial Crime & Fraud Content: Locate and demonstrate training addressing financial crime, fraud awareness and fraud prevention.<br>3. KYC & Customer Due Diligence: Locate and demonstrate training addressing Know Your Customer (KYC), customer identification and/or customer due diligence principles.<br>4. Data Privacy & Protection: Locate and demonstrate compliance-focused training addressing the handling and protection of customer and personal information.<br>5. Ethics & Conduct: Locate and demonstrate training addressing ethical conduct, conflicts of interest, confidentiality and/or appropriate employee conduct within an organisation. | Bidder successfully demonstrates all five (5) requirements. | 20 | 20 |
| | | Bidder successfully demonstrates four (4) requirements. | 16 | |
| | | Bidder successfully demonstrates three (3) requirements. | 12 | |
| | | Bidder successfully demonstrates two (2) requirements. | 8 | |
| | | Bidder successfully demonstrates one (1) requirement. | 4 | |
| | | Bidder is unable to successfully demonstrate any of the requirements. | 0 | |

FOR INSPECTION ONLY

Measurement: The bidder must navigate to the relevant content within the proposed platform and demonstrate that the courses/modules form part of the content available under the proposed solution. Merely listing course titles in presentation material shall not constitute successful demonstration.

## III. Phishing Simulation & Security Awareness Testing

| Ref. | Demonstration Requirement | Measurement / Scoring Criteria | Marks | Max. Marks |
|---|---|---|---|---|
| D3 | The bidder must demonstrate an end-to-end phishing simulation exercise using the proposed platform. The demonstration must include the following five (5) capabilities:<br>1. Campaign Creation: Create a phishing simulation campaign and demonstrate the configuration of the campaign, including campaign name, target users/groups and scheduling options.<br>2. Phishing Template Selection & Customization: Select a phishing template from the platform's library and demonstrate the ability to modify/customize the template for a specific campaign.<br>3. Phishing Simulation Techniques: Demonstrate the configuration of a phishing scenario involving at least one measurable user action, such as clicking a link, opening an attachment or submitting credentials through a simulated landing page.<br>4. User Response & Remedial Training: Demonstrate how the platform records a user's response to the phishing simulation and how remedial/follow-up training can be assigned to users who fail the simulation.<br>5. Campaign Results & Reporting: Demonstrate the resulting campaign dashboard/report, including measurable user actions such as emails delivered/opened, links clicked, credentials submitted, phishing emails reported and overall campaign performance, where applicable. | Bidder successfully demonstrates all five (5) capabilities. | 20 | 20 |
| | | Bidder successfully demonstrates four (4) capabilities. | 16 | |
| | | Bidder successfully demonstrates three (3) capabilities. | 12 | |
| | | Bidder successfully demonstrates two (2) capabilities. | 8 | |
| | | Bidder successfully demonstrates one (1) requirement. | 4 | |
| | | Bidder is unable to successfully demonstrate any of the capabilities. | 0 | |

FOR INSPECTION ONLY

## 2. Multiple Contracts (ITB 36.6)

The Purchaser shall award multiple contracts to the Bidder that offers the lowest evaluated combination of bids (one contract per bid) and meets the post-qualification criteria (Section III, Sub-Section ITB 38.2 Post-Qualification Requirements)

The Purchaser shall:

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

(b) take into account:

(i) the lowest-evaluated bid for each lot and

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

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

After determining the lowest-evaluated 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.

(a) The Bidder shall furnish documentary evidence that it meets the following financial requirement(s):

(ii) Average Annual Turnover

The minimum average annual turnover of the Bidder shall be not less than ***(N$ 150,000.00)***. for the last three (3) years.

(iii) Liquid Assets

The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the Bidder shall be ***equivalent to the value of the bid.***

The Bidder shall produce documentary evidence from a commercial Bank operating in Namibia regarding its liquid assets and/or availability of credit facilities. The statement has to be dated not more than one month prior to the closing date of submission of bids and has to mention the name of the project and the amount (Namibian Dollars).

FOR INSPECTION ONLY

(b) Qualification requirements;

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

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

(c) Experience and Technical Capacity

The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s): 1. Sourcing of required equipment, 2. installation of required equipment, and 3. after sale support of required equipment.

(d) The Bidder shall furnish documentary evidence to demonstrate that the Goods it offers meet the following usage requirement: 1. Fits into the Bank's data center configuration, 2. Provides extra storage to the data center, and 3. Is compatible with the Term of Reference (TOR) as provided.

## 4. Margin of preference (ITB 35.1)

The applicable margins of preference are: *Not applicable.*

FOR INSPECTION ONLY

# Section IV. Bidding Forms

## Table of Forms

**Bidder Information Form** .....

**Joint Venture Partner Information Form** .....

**Bid Submission Form** .....

**Bid Security (Bank Guarantee)** .....

**Bid Securing Declaration**……..

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

**Price Schedule :** .....

**Price and Completion Schedule - Related Services** .....

**Manufacturer's Authorization** .....

**Cost Structure for Value Added Calculation per Product**.....

FOR INSPECTION ONLY

# Bidder Information Form

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

Date: *[insert date (as day, month and year) of Bid Submission*]
Procurement No.: *[insert reference number of bidding process]*

Page _____ of _____ pages

| |
|---|
| 1. Bidder's Legal Name *[insert Bidder's legal name]* |
| 2. In case of JV, legal name of each party: *[insert legal name of each party in JV]* |
| 3. Bidder's actual or intended Country of Registration: *[insert actual or intended Country of Registration]* |
| 4. Bidder's Year of Registration: *[insert Bidder's year of registration]* |
| 5. Bidder's Legal Address in Country of Registration: *[insert Bidder's legal address in country of registration]* |
| 6. Bidder's Authorized Representative<br>Name: *[insert Authorized Representative's name]*<br>Address: *[insert Authorized Representative's Address]*<br>Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*<br>Email Address: *[insert Authorized Representative's email address]* |
| 7. Attached are copies of original documents of:<br>☐ Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 5.1 and 5.2.<br>☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 5.1.<br>☐ 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. |

FOR INSPECTION ONLY

# Joint Venture Partner Information Form

*[The Bidder shall fill in this Form in accordance with the instructions indicated below].*
Date: *[insert date (as day, month and year) of Bid Submission*]
Procurement No.: *[insert reference number of bidding process]*

| |
|---|
| 1. Bidder's Legal Name: *[insert Bidder's legal name]* |
| 2. JV's Party legal name: *[insert JV's Party legal name]* |
| 3. JV's Party Country of Registration: *[insert JV's Party country of registration]* |
| 4. JV's Party Year of Registration: *[insert JV's Part year of registration]* |
| 5. JV's Party Legal Address in Country of Registration: *[insert JV's Party legal address in country of registration]* |
| 6. JV's Party Authorized Representative<br>Name: *[insert name of JV's Party authorized representative]*<br>Address: *[insert address of JV's Party authorized representative]*<br>Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*<br>Email Address: *[insert email address of JV's Party authorized representative]* |
| 7. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2.<br>☐ 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. |

FOR INSPECTION ONLY

# Bid Submission Form

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

Date: *[insert date (as day, month and year) of Bid Submission]*
Procurement Ref. No.: *[insert reference number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

FOR INSPECTION ONLY

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

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

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

| Name of Recipient | Address | Reason | Amount |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

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

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

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

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

Signed: *[insert signature of person whose name and capacity are shown]*
In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

Name:_____ *[insert complete name of person signing the Bid Submission Form]*

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

Dated on _____ day of _____, _____ *[insert date of signing]*

FOR INSPECTION ONLY

*[This form is to be deleted if Bid Securing Deceleration is not applicable.]* ***Appendix to Bid Submission Form***

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

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

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

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

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

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

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

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

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

**(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

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

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

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

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

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

Dated on _____ day of _____, _____
[*insert date of signing]*

Corporate Seal (where appropriate)
[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]
***delete if not applicable / appropriate***

FOR INSPECTION ONLY

**Republic Of Namibia**

**Ministry of Labour, Industrial Relations and Employment Creation**

**Written undertaking in terms of section 138 of the Labour Act, 2015 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:……..

FOR INSPECTION ONLY

## 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.*

FOR INSPECTION ONLY

FOR INSPECTION ONLY

## VII. Price Schedule Forms

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

| **Bidder's name and address:** ……<br>…….. | Prices to be in Namibian dollars | **Date:**_____<br>**Procurement Ref. No:** _____ |
|---|---|---|

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|---|---|---|---|---|---|---|---|---|
| Line Item No. | Description of Goods and related services | Delivery | Quantity and physical unit | Unit price EXW | Total EXW price per line item (Col. 4×5) | Price per line item for inland transportation to convey the Goods to their final destination | VAT payable per line item if Contract is awarded | Total Price per line item (Col. 6+7) |
| *[insert number of the item]* | *[insert name of Good]* | *[insert no. of weeks]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert EXW unit price]* | *[insert total EXW price per line item]* | *[insert the corresponding price per line item]* | *[insert VAT payable per line item if Contract is awarded]* | *[insert total price per item]* |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | Total Bid Price | |

Prices are: fixed

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

FOR INSPECTION ONLY

***: delete as appropriate***

FOR INSPECTION ONLY

# Price and Completion Schedule - Related Services

| Prices to be in Namibian dollars | | | | | Date:_____<br>Procurement Ref. No: _____<br>Alternative No: _____<br>Page N° _____ of _____ | |
|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| Service No. | Description of Services (excludes inland transportation and other services required in Namibia to convey the goods to their final destination) | Country of Origin | Delivery Date at place of Final destination | Quantity and physical unit | Unit price | Total Price per Service (Col. 5*6 or estimate) |
| *[insert number of the Service ]* | *[insert name of Services]* | *[insert country of origin of the Services]* | *[insert delivery date at place of final destination per Service]* | *[insert number of units to be supplied and name of the physical unit]* | *[insert unit price per item]* | *[insert total price per item]* |
| 1. | Subscription Fee | | | | | |
| 2. | Implementation or Onboarding Fee | | | | | |
| 3. | Managed Service Fee | | | | | |
| 4. | Support Hourly rate (if applicable) | | | | | |
| 5. | Any other applicable Fee | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | Total Bid Price | | |

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

FOR INSPECTION ONLY

*[This form is to be deleted if Manufacture Authorization is not applicable.]*

# Manufacturer's Authorization

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

Date: *[insert date (as day, month and year) of Bid Submission]*
Procurement Ref. No.: *[insert number of bidding process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at [*insert full address of Manufacturer's factories*], do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

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

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

FOR INSPECTION ONLY

# Cost Structure for Value Added Calculation per Product

| COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT | | |
|---|---|---|
| | N$ | N$ |
| **Raw Materials, Accessories & Components** | | |
| • Imported (CIF) | ..... | ..... |
| • Local (VAT & Excise Duty Fee) | ..... | ..... |
| | | |
| **Labour Cost** | | |
| • Direct Labour | ..... | ..... |
| • Clerical Wages | ..... | ..... |
| • Salaries to Management | ..... | ..... |
| | | |
| **Utilities** | | |
| • Electricity | ..... | ..... |
| • Water | ..... | ..... |
| • Telephone | ..... | ..... |
| | | |
| **Depreciation** | ..... | ..... |
| **Interest on Loans** | ..... | ..... |
| **Rent** | ..... | ..... |
| | | |
| **Other (please specify)** | | |
| • ..... | ..... | ..... |
| • ..... | ..... | ..... |
| • ..... | ..... | ..... |
| **TOTAL COST** | | |

**Local Value Added = Total Cost – Cost of imported inputs x 100**
**Total Cost**

FOR INSPECTION ONLY

- **The cost structure should be certified by a Certified Accountant**

FOR INSPECTION ONLY

# PART 2 – Supply Requirements

FOR INSPECTION ONLY

# Section V. Schedule of Requirements

## Contents

1. List of Goods and Delivery Schedule .....

2. List of Related Services and Completion Schedule .....

3. Technical Specifications .....

4. Drawings .....

5. Inspections and Tests .....

FOR INSPECTION ONLY

# 1. List of Goods and Delivery Schedule

*The Purchaser shall fill in this table, with the exception of the column "Bidder's offered Delivery date" to be filled by the Bidder*

| Line Item No. | Description of Goods | Specifications of Items | Quantity | Physical unit | Final Destination (Project Site) as specified in BDS | Delivery (as per Incoterms) Date | | |
|---|---|---|---|---|---|---|---|---|
| | | | | | | Earliest Delivery Date | Latest Delivery Date | Bidder's offered Delivery date [*to be provided by the bidder*] |
| 1 | Training Platform Licensing | | 170 | Each | Agribank Head Office and branches | 2 weeks after award | 4 weeks after award | |
| 2 | Implementation or Onboarding Fee | | | | | | | |
| 3 | Managed Service Fee | | | | | | | |
| 4 | Support Hourly rate (if applicable) | | | | | | | |
| | | | | | | | | |

FOR INSPECTION ONLY

FOR INSPECTION ONLY

# 3. Technical Specifications

The Bank requires a SaaS platform to deliver, manage and report on employee training in cybersecurity awareness, Know Your Customer (KYC), Anti-Money Laundering (AML) and related compliance topics. The requirements below cover the platform, training content, implementation and ongoing service.

1. Learning Management System LMS Features

    a. Content Library: A comprehensive library of cybersecurity awareness training materials covering key topics such as phishing, password and account security, social engineering, safe internet and email usage, data privacy, information security, and emerging cyber threats.

    b. Compliance Library: A comprehensive library of financial and regulatory compliance training covering Know Your Customer (KYC), Anti-Money Laundering (AML), financial crime prevention, fraud awareness, sanctions awareness, customer due diligence, and data privacy compliance.

    c. Course Management: The ability to create, upload, organize, assign, update, and manage training courses and modules. The platform must support different content formats, including videos, PDFs, presentations, quizzes, and interactive simulations.

    d. Library Updates: The cybersecurity and compliance training libraries must be continuously updated to reflect current threat trends, attack techniques, regulatory developments, and compliance requirements. This must include emerging threats such as AI-generated phishing lures, business email compromise, QR code phishing or quishing, and other evolving social engineering techniques.

    e. Microlearning and Nanolearning: Support for short, focused, and easily accessible training modules designed to improve employee engagement, reinforce key concepts, and support long-term knowledge retention.

    f. Gamification: Integration of engagement features such as badges, points, achievement levels, challenges, and leaderboards to encourage participation and improve training completion rates. The Bank must be able to enable or disable these features where required.

    g. Just-in-Time Training: The ability to automatically provide targeted training based on a specific incident, assessment result, or user action. For example, a user who interacts with a simulated phishing link may immediately be assigned a relevant nanovideo or short remedial training module.

    h. Role-Based Training: The ability to tailor and assign training content and learning paths according to a user's role, department, level of responsibility, or risk profile. This must allow the Bank to provide specialized training to employees performing higher-risk or compliance-sensitive functions.

FOR INSPECTION ONLY

2. Assessment and Evaluation

    a. Quizzes and Assessments: The platform must support pre-training and post-training assessments to evaluate employees' existing knowledge, measure knowledge gained, and track progress over time. Administrators must be able to configure pass marks, permitted attempts, and completion requirements.

    b. Phishing Simulations: The ability to create, schedule, and conduct controlled simulated phishing campaigns to assess employee awareness and identify areas of vulnerability. The platform must support different phishing scenarios, target groups, campaign schedules, and user response tracking.

    c. Reporting and Analytics: Comprehensive dashboards and reports to monitor training assignments, completion rates, overdue training, assessment scores, phishing simulation results, and other relevant performance indicators.

    d. Data-Driven Risk Assessments: The ability to use training, assessment, and phishing simulation data to evaluate the cybersecurity awareness level and risk profile of individual employees, departments, and the organization as a whole. The results must assist the Bank in identifying trends and areas requiring further training or intervention.

3. Integration and API

    a. Single Sign-On SSO: Integration with the Bank's Microsoft Entra ID environment to provide secure and seamless user authentication through Single Sign-On. The integration must support the appropriate creation, updating, and deactivation of user access.

    b. API Access: The platform must provide a documented Application Programming Interface or other supported integration method to enable the exchange of relevant information with third-party security and non-security systems. This may include Governance, Risk and Compliance tools, Security Information and Event Management systems, human resources systems, and other relevant Bank platforms.

4. User Experience UX and Accessibility

    a. Multilingual Support: The platform interface and training materials must be available in English and should support the addition or delivery of content in other languages commonly used in Namibia.

    b. Accessibility: The platform must be accessible to users with disabilities and must comply with the Web Content Accessibility Guidelines, preferably WCAG 2.1 Level AA, or a substantially equivalent accessibility standard.

    c. Branding: The platform must allow the Bank to customize learner-facing pages, notifications, and other relevant interface elements using its corporate logo, colours, and other approved branding elements.

5. Technical and Security Features

FOR INSPECTION ONLY

a. Cloud Solution: The software must be provided to the Bank as a cloud-hosted Software as a Service solution accessible through a standard web browser.

b. User Management: The platform must provide comprehensive user administration capabilities, including user registration, user profile management, grouping of users, account activation and deactivation, and role-based access control for learners, line managers, and administrators.

c. Data Security: All Bank data, training content, employee information, assessment results, and simulation records must be securely stored and transmitted using appropriate encryption and access-control measures. Access to administrative functions and sensitive information must be limited according to assigned roles and permissions.

d. Regular Security Audits: The platform must be subjected to regular security audits, vulnerability assessments, and security testing to identify and address potential weaknesses. Identified vulnerabilities must be monitored and remediated according to their severity.

e. Data Deletion: The solution must support the secure and permanent deletion of the Bank's data following the termination or expiry of the service. The deletion must be completed after the Bank has received an export of the required information and subject to any applicable legal or regulatory retention obligations.

f. Uptime: The solution must provide a minimum monthly availability of 99.99%, excluding scheduled maintenance periods agreed upon with the Bank.

g. Scalable Infrastructure: The platform must be capable of supporting growth in the number of users, training courses, assessments, simulations, and reporting activities without material degradation in performance or replacement of the solution.

h. Fast Loading Times: Training materials, dashboards, reports, and other platform features must load within reasonable response times under normal operating conditions. The platform must provide a consistent user experience across supported devices and network conditions.

i. Backup and Disaster Recovery: The service must include appropriate backup and disaster recovery arrangements to protect the Bank's data and restore access to the platform following a system failure, disruption, or other adverse event.

j. Security Incident Management: The service provider must maintain a documented security incident response process and notify the Bank of any confirmed security incident that affects the confidentiality, integrity, or availability of the Bank's information or access to the service.

6. Reporting and Analytics

FOR INSPECTION ONLY

a. Detailed Risk and Progress Reports: The platform must provide detailed reports that enable the Bank to monitor employee progress and identify areas requiring improvement. Reporting must include individual and group-level risk information based on training completion, assessment results, phishing simulation outcomes, and users' reporting behaviour.

b. Automated Escalations: The platform must support configurable automated reminders for incomplete or overdue training and escalation workflows to the relevant line manager, department head, or designated administrator.

c. Audit-Ready Reports: The platform must provide easily accessible and configurable compliance reports for assurance stakeholders, including internal and external auditors. Reports must demonstrate training assignments, completion rates, assessment results, policy acknowledgements or sign-offs, and relevant completion dates.

d. Report Filtering and Exporting: Reports must be filterable by employee, department, role, group, course, campaign, and reporting period. Authorized users must be able to export reports in commonly used formats such as PDF, CSV, or Microsoft Excel.

e. Administrative Audit Trail: The platform must maintain an audit trail of material administrative activities, including changes to user access, permissions, courses, assignments, campaigns, and reporting configurations.

7. Managed Services Service Provider

a. Namibian Service Provider: The managed service provider must be a duly registered Namibian company with the capacity to implement, configure, support, and maintain the proposed solution.

b. Platform Configuration: The managed service provider must be capable of configuring the platform according to the Bank's requirements. This must include Microsoft Entra ID integration, user registration and provisioning, role and profile management, training content loading and organization, course assignment, notification workflows, phishing simulation configuration, and dashboard and report configuration.

c. Implementation and Testing: The managed service provider must implement and test the configured platform in collaboration with the Bank. Testing must cover user authentication, access permissions, user provisioning, course assignment and completion, assessments, phishing simulations, reminders, reporting, and data exports.

d. Administrator Training and Knowledge Transfer: The managed service provider must train designated Bank administrators on user management, content administration, assessments, phishing simulations, reporting, and general platform management. Appropriate user guides or supporting materials must also be provided.

FOR INSPECTION ONLY

e. Support and Maintenance: The managed service provider must provide ongoing technical support, platform maintenance, configuration assistance, troubleshooting, and training-library updates throughout the contract period.

FOR INSPECTION ONLY

# 4. Drawings

These Bidding Documents include “no” drawings.

| List of Drawings | | |
|---|---|---|
| **Drawing Nr.** | **Drawing Name** | **Purpose** |
| Not Applicable | | |

FOR INSPECTION ONLY

# 5. Inspections and Tests

The following inspections and tests shall be performed:

High level testing of functionality of equipment and confirmation of materials provided as per the specifications in the bid document will be done.

FOR INSPECTION ONLY

# PART 3 - Contract

FOR INSPECTION ONLY

# Section VI. General Conditions of Contract

## Table of Clauses

1. Definitions
2. Contract Documents
3. Fraud and Corruption
4. Interpretation
5. Language
6. Joint Venture, Consortium or Association
7. Eligibility
8. Notices
9. Governing Law
10. Settlement of Disputes
11. Inspections and Audit
12. Scope of Supply
13. Delivery and Documents
14. Supplier's Responsibilities
15. Contract Price
16. Terms of Payment
17. Taxes and Duties
18. Performance Security
19. Copyright
20. Confidential Information
21. Subcontracting
22. Specifications and Standards
23. Packing and Documents
24. Insurance
25. Transportation
26. Inspections and Tests
27. Liquidated Damages
28. Warranty
29. Patent Indemnity
30. Limitation of Liability
31. Change in Laws and Regulations
32. Force Majeure
33. Change Orders and Contract Amendments
34. Extensions of Time
35. Termination
36. Assignment
37. Export Restriction

FOR INSPECTION ONLY

# Section VI. General Conditions of Contract

**1. Definitions**

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

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

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

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

(d) "Day" means calendar day.

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

(f) "GCC" means the General Conditions of Contract.

(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) "Purchaser" means the entity purchasing the Goods and Related Services, as **specified in the SCC.**

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

(j) "SCC" means the Special Conditions of Contract.

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

(l) "Supplier" means the natural person, private or government

FOR INSPECTION ONLY

entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(m) "The Project Site," where applicable, means the place **named in the SCC.**

**2. Contract Documents**

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

**3. Fraud and Corruption**

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

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

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[7];

(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[8];

(iii) "collusive practice" is an arrangement between two or more parties[9] designed to achieve an improper purpose, including to influence

FOR INSPECTION ONLY

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

[8] "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.

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

improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[10];

(v) "obstructive practice" is

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

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

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

**4. Interpretation**

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

4.2 Incoterms

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

(b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the edition of Incoterms **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

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

FOR INSPECTION ONLY

4.3 Entire Agreement

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

4.4 Amendment

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

4.5 Non-waiver

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

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

4.6 Severability

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

**5. Language**

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be in English**.** Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified**,** in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for

FOR INSPECTION ONLY

documents provided by the Supplier.

**6. Joint Venture, Consortium or Association**

6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

**7. Eligibility**

7.1 The Supplier and its Subcontractors shall be Namibian nationals only.

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

**8. Notices**

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

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

**9. Governing Law**

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

**10. Settlement of Disputes**

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration

FOR INSPECTION ONLY

proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

10.3 Notwithstanding any reference to arbitration herein,

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

(b) the Purchaser shall pay the Supplier any money due the Supplier.

**11. Inspections and Audit**

11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Public Entity and/or persons appointed by the Public Entity to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Public Entity if requested by the Public Entity. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Public Entity's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination.

**12. Scope of Supply**

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

**13. Delivery and Documents**

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

**14. Supplier's Responsibilities**

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

**15. Contract Price**

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

**16. Terms of Payment**

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

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as

FOR INSPECTION ONLY

appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to **GCC Clause 13** and upon fulfillment of all other obligations stipulated in the Contract.

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

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

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

**17. Taxes and Duties**

17.1 For goods manufactured outside Namibia, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Namibia.

17.2 For goods Manufactured within Namibia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Namibia, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

**18. Performance Security**

18.1 If required as **specified in the SCC**, the Supplier shall, within thirty (30) days of the award, provide a performance security for the performance of the Contract in the amount **specified in the SCC.**

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The Performance Security, if required, shall be denominated in Namibian dollars, and shall be in the form of a bank guarantee issued by a local commercial bank, or in the case of the bank

FOR INSPECTION ONLY

guarantee being issued by a foreign bank, the bidder must provide a public entity with a counter-guarantee from a commercial bank from Namibia.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty eight (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, **unless specified otherwise in the SCC.**

**19. Copyright**

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

**20. Confidential Information**

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other pa-rty hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

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

(a) the Purchaser or Supplier need to share with institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously

FOR INSPECTION ONLY

obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

**21. Subcontracting**

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

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

**22. Specifications and Standards**

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

**23. Packing and**

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to

FOR INSPECTION ONLY

**Documents**

their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC,** and in any other instructions ordered by the Purchaser.

**24. Insurance**

24.1 Unless otherwise **specified in the SCC,** the Goods supplied under the Contract shall be fully insured in Namibian dollars against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified in the SCC.**

**25. Transportation**

25.1 Unless otherwise **specified in the SCC,** responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

**26. Inspections and Tests**

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are **specified in the SCC.**

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

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

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

FOR INSPECTION ONLY

to attend the test and/or inspection.

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

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

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

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

**27. Liquidated Damages**

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in those SCC.** Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

**28. Warranty**

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided

FOR INSPECTION ONLY

otherwise in the Contract.

28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Namibia.

28.3 Unless otherwise specified in the **SCC,** the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the **SCC,** or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such notice, the Supplier shall, within the period **specified in the SCC,** expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC,** the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

**29. Patent Indemnity**

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

(b) the sale in any country of the products produced by the

FOR INSPECTION ONLY

Goods.

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

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

**30. Limitation of Liability**

30.1 Except in cases of criminal negligence or willful misconduct,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser,

FOR INSPECTION ONLY

whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

**31. Change in Laws and Regulations**

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

**32. Force Majeure**

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

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

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

**33. Change Orders and Contract**

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

FOR INSPECTION ONLY

**Amendments**

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

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

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

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

**34. Extensions of Time**

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

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

FOR INSPECTION ONLY

Clause 34.1.

**35. Termination** 5.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

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

(ii) if the Supplier fails to perform any other obligation under the Contract; or

(iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

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

5.2 Termination for Insolvency.

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

35.3 Termination for Convenience.

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the

FOR INSPECTION ONLY

Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

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

**36. Assignment** 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export Restriction** 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Namibia, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

FOR INSPECTION ONLY

# Section VII. Special Conditions of Contract

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

*[The Purchaser shall select/insert the appropriate wording using the samples below or other acceptable wording, and delete the text in italics]*

| | |
|---|---|
| **GCC 1.1(h)** | The Purchaser is: Agricultural Bank of Namibia. |
| **GCC 1.1 (m)** | The Project Site(s)/Final Destination(s) is/are:<br><br>Agricultural Bank of Namibia, 4th Floor, 10 Post Street Mall, Windhoek |
| **GCC 4.2 (a)** | The meaning of the trade terms shall be as prescribed by Incoterms. |
| **GCC 4.2 (b)** | The version edition of Incoterms shall be Incoterms 2010. |
| **GCC 8.1** | For notices, the Purchaser's address shall be:<br><br>Attention: *Mr. Vincent Shikomba,*<br>Street: *10 Post street Mall, Windhoek, Namibia*<br>Floor/ Room number*: 4th Floor, Boardroom*<br>City: *Windhoek*<br>*Telephone: +264 61 207 4302,*<br>*Email: vshikomba@agribank.com.na* |
| **GCC 10.2** | The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:<br><br>In the case of a dispute between the Purchaser and a Supplier who is a national of Namibia, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Namibia. |
| **GCC 13.1** | Details of Shipping and other Documents to be furnished by Suppliers are:<br><br>***Sample provision***<br><br>***(a) For imported Goods supplied on the basis of delivery to warehouse-DDP:***<br><br>Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser: |

FOR INSPECTION ONLY

| | |
|---|---|
| | (i) one original and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;<br><br>(ii) two copies of the packing list identifying contents of each package;<br><br>(iii) one original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;<br><br>(iv) one original of the Supplier's Certificate of Origin covering all items supplied;<br><br>(v) original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency and six copies (where inspection is required)<br><br>(vi) other procurement-specific documents required for delivery/payment purposes.<br><br>***(b) For goods from local manufacturers:***<br><br>(i) one original and two copies of the Supplier's invoice, showing Purchaser, the Procurement Reference number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;<br><br>(ii) two copies of the packing list identifying contents of each package;<br><br>(iii) original copy of the Certificate of Inspection furnished to manufacture by the nominated inspection agency and two copies (where inspection is required), and<br><br>(iv) other procurement-specific documents required for delivery/payment purposes. |
| **GCC 15.1** | The prices charged for the Goods supplied and the related Services performed *"shall not* be adjustable. |
| **GCC 16.1** | ***[Sample provision]***<br><br>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:<br><br>(i) **On Acceptance:** The Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the |

FOR INSPECTION ONLY

| | |
|---|---|
| | Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser. |
| **GCC 16.4 (b)** | Local Suppliers shall be paid in Namibian dollars only. The prices "shall not" be adjustable to fluctuation in the rate of exchange. |
| **GCC 16.5** | Interest shall be payable immediately after the due date for payment.<br><br>The interest rate shall be the legal rate. |
| **GCC 18.1** | A Performance Security "shall not" be required. |
| **GCC 18.3** | If required, the Performance Security shall be denominated Namibian Dollars |
| **GCC 18.4** | Discharge of the Performance Security shall take place: *N/A* |
| **GCC 23.2** | The packing, marking and documentation within and outside the packages shall be: *N/A* |
| **GCC 24.1** | The insurance coverage shall be as specified in the Incoterms. |
| **GCC 25.1** | Responsibility for transportation of the Goods shall be as specified in the Incoterms.<br><br>If not in accordance with Incoterms, responsibility for transportations shall be as follows: *"The Supplier is required under the Contract to transport the Goods to a specified place of final destination within Namibia, Agribank, 10 Post Mall Street, Windhoek, Namibia, defined as the Project Site. Transport to such place of destination in Namibia, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price";* |
| **GCC 26.1** | The inspections and tests shall be: *N/A* |
| **GCC 26.2** | The Inspections and tests shall be conducted at:<br><br>*Agricultural Bank of Namibia, 4th Floor, 10 Post street Mall, Windhoek, Namibia.* |
| **GCC 27.1** | The liquidated damages shall be: *around 1 % of the contract price* per week. |
| **GCC 27.1** | The maximum amount of liquidated damages shall be: *8* % |

FOR INSPECTION ONLY

| | |
|---|---|
| **GCC 28.3** | The period of validity of the Warranty shall be: *365* days<br>For purposes of the Warranty, the place(s) of final destination(s) shall be:<br>*Agricultural Bank of Namibia, 10 Post street Mall* |
| **GCC 28.5** | The period for repair or replacement shall be: Within 7 days. |

FOR INSPECTION ONLY

## Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0}\right] - P_0$$

$$a+b+c = 1$$

in which:

| | | |
|---|---|---|
| $P_1$ | = | adjustment amount payable to the Supplier. |
| $P_0$ | = | Contract Price (base price). |
| a | = | fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent. |
| b | = | estimated percentage of labor component in the Contract Price. |
| c | = | estimated percentage of material component in the Contract Price. |
| $L_0$, $L_1$ | = | labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively. |
| $M_0$, $M_1$ | = | material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin. |

The coefficients a, b, and c as specified by the Purchaser are as follows:

a = *[insert value of coefficient]*
b= *[insert value of coefficient]*
c= *[insert value of coefficient]*

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The

FOR INSPECTION ONLY

Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(b) If the currency in which the Contract Price $P_0$ is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

FOR INSPECTION ONLY

# Section VIII. Contract Forms

## Table of Forms

**1. Contract Agreement** .....

**2. Performance Security** .....

FOR INSPECTION ONLY

# 1. Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

the *[ insert:* ***number*** *]* day of *[ insert:* ***month*** *]*, *[ insert:* ***year*** *]*.

BETWEEN

(1) *Agricultural Bank of Namibia]* and having its principal place of business at, *10 Post Street Mall* (hereinafter called "the Purchaser"),

(hereinafter called "the Purchaser"), and

(2) *[ insert name of Supplier ]*, a company incorporated under the laws of *[ insert: country of Supplier ]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier").

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Namibian Dollars]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

   (a) This Contract Agreement

   (b) Special Conditions of Contract

   (c) General Conditions of Contract

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

   (e) The Supplier's Bid and original Price Schedules

   (f) The Purchaser's Notification of Award

   (g) *[Add here any other document(s)]*

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

FOR INSPECTION ONLY

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

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

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

For and on behalf of the Purchaser

Signed: *[insert signature]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[ insert title or other appropriate designation ]*
in the presence of *[ insert identification of official witness]*

FOR INSPECTION ONLY