

Bidding Document Procurement Reference Number: G/RFQ/28-12/2025/26

REQUEST FOR SEALED QUOTATIONS

Issued on Wednesday, 20 August 2025 Closing on Monday, 01 September 2025 @11H00

IT EQUIPMENT AND SERVICES

Business Name:
Postal Address:
Contact Number:
Contact Person:
Email Address:

Bidders shall enclose Original Bidding Documents in a single sealed envelope. In addition to the Original Documents the Bidder shall provide one copy of the bid document. The outer part of the envelopes shall bear the Employer's name and Bid Reference Number while the inner part should bear the Bidder's name and contact number to be deposited in the Bid Box at the Electoral Commission of Namibia, Head Office – WINDHOEK, Room 261, Second Floor

REQUEST FOR SEALED QUOTATIONS

IT EQUIPMENT & SERVICES

Procurement Reference No: G/RFQ/28-12/2025/26

Electoral Commission of Namibia, P/Bag 13352, Windhoek, 061 376249, J. Jacob.

Letter of Invitation

[Name and Address of Bidder]
G/RFQ/28-12/2025/26 20 August 2025
Dear Sirs,
Invitation for Bids for Supply of IT EQUIPMENTS & SERVICES
The Electoral Commission of Namibia invites you to submit your best bid for the items described in detail in this document. Any resulting contract shall be subject to the terms and conditions referred to in the document.
Queries, if any, should be addressed to Mr. P. Shigwedha for Technical Queries at $061 - 376200/44$ Ms. H. Shoombe for Administration $061-376215$
Please prepare and submit your bid in accordance with the instructions given in the document.
Yours faithfully,
H. Shoombe Head of PMU

SECTION I: INVITATION FOR BIDS

1. Rights of Public Entity

The Electoral Commission of Namibia reserves the right:

- (a) to split the contract as per the lowest evaluated cost per item, or
- (b) to accept or reject any bid; and
- (c) to cancel the bidding process and reject all bids at any time prior to contract award.

2. Preparation of Bids

You are requested to quote for the items mentioned in Section III by completing, signing and returning:

- (a) the Bid Letter in Section II with its annex for Bid Securing Declaration,
- (b) the List of Goods and Price Schedule in Section III;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment deemed appropriate.

You are advised to carefully read the complete Invitation for Bids document, including the Special Conditions of Contract in Section VII, before preparing your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

3. Validity of Quotations

The Quotation validity period shall be 60 days from the date of submission deadline.

4. Eligibility Criteria

To be eligible to participate in this Quotation exercise, you should:

- (a) have a valid company Registration Certificate;
- (b) have an original valid good Standing Tax Certificate or Certified Copy;
- (c) have an original valid good Standing Social Security Certificate or Certified Copy;
- (d) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (f) Submit signed Bid-securing Declaration.
- (g) 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;
- (h) should be registered to provide IT, ICT Equipment and Services (Hardware and Software)
- (i) Bidder shall initial all pages making up the bid.

5. Bid Securing Declaration

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process.

6. Delivery

Delivery shall be 14 days after acceptance/issue of Purchase Order. Deviation in delivery period shall be considered if such deviation is reasonable.

6.1. The following tests and inspections will be conducted on the goods at delivery:

Goods will be inspected against the provided specifications at delivery

7. Sealing and Marking of Bids

Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Electoral Commission of Namibia with the Bidder's name at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at Electoral Commission of Namibia *Head Office* before <u>or</u>, not later than 01 September 2025, at 11h00. Bids by post or hand delivered should reach the Electoral Commission of Namibia by the same date and time at latest. Late bids/submissions will be rejected.

Quotations received by e-mail will not be considered.

9. Opening of Quotations

Quotations will be opened at the Electoral Commission of Namibia Head Office on the 01 September 2025 @ 11h15. Bidders or their representatives may attend the Bid Opening if they choose to do so.

10. Evaluation of Quotations

The Public Entity shall have the right to request for clarifications during evaluation. Offers that are substantially responsive shall be compared on the basis of price or ownership cost, subject to Margin of Preference where applicable, to determine the lowest evaluated bid.

11. Technical Compliance

Bidders shall submit along with their quotations, catalogues and any other literature to substantiate compliance with the required specifications and to qualify deviations if any with respect to Public Entity's requirements.

The Specifications and Performance Requirements, and Compliance Sheet details the minimum specifications of the goods items to be supplied. The specifications have to be met, but no credit will be given for exceeding the specifications.

12. Prices and Currency of Bids

Bids shall be fixed in Namibian Dollars.

Goods supplied from overseas delivered to the Public Entity at port of entry shall be on a CIF/CIP basis mentioning the ports of loading and entry with a breakdown in FOB, freight charges and insurance charges for evaluation purpose. The Purchaser reserves the right to subsequently choose any of the possible INCOTERMS conditions at placement of order.

13. Margin of Preference

14.1 The applicable margins of preference applicable for Exclusive Preferences to Local Suppliers and their application methodology are as follows:

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

CATEGORIES OF LOCAL SUPPLIERS	MARGIN OF PREFERENCE
Manufacturer	2%
Micro, Small and Medium Enterprise	1%
Women owned enterprise	1%
Youth owned enterprise	2%
Previously Disadvantaged Person owned enterprise	2%
Suppliers providing environmental protection	1%
Suppliers providing employment to Namibians	1%
TOTAL	10%

14. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to supply the goods items and related services shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract and General Conditions of Contract.

15. Notification of Award and Debriefing

The Public Entity shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within seven (7) days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

[Complete this form with all the requested details and submit it as the first page of your bid with the Price list and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. If your Quotation is not authorised, it will be rejected

Bid addressed to: [name of Public Entity]	Electoral Commission of Namibia
Procurement Reference Number:	G/RFQ/28-12/2025/26
Subject matter of Procurement:	IT EQUIPMENT & SERVICES

We offer to supply the items listed in the attached List of Goods and Price Schedule as per the defined specifications, except for the qualified deviations [Bidder may delete this phrase in case of no deviation] and, in accordance with the terms and conditions stated in your Invitation for Quotations referenced above.

We confirm that we are eligible to participate in this quotation exercise and meet the eligibility criteria specified in Section 1: Instruction to bidders.

We undertake to abide ethical conduct during the procurement process and the execution of any resulting contract.

We have read and understood the content of the *Bid Security / Bid Securing Declaration* (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to [forfeiture of the security amount / disqualification on the grounds mentioned in the BD].

The validity period of the Quotation is	days [insert number of days] from the date o	f the
hid submission deadline		

We confirm that the prices quoted in the List of Goods and Price Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the quotation validity.

The delivery period offered from the date of issue of Purchaser Order/ Letter of Acceptance is as shown in the List of Goods items and Price Schedule.

Quotation Authorised by:

Name of Bidder Contact Person		Company's Address and	seal
Contact reison			
Name of Person Aut	horising the Quotation:	Position:	Signature:
Date		Phone No./Email:	

BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1)(b) and 37(5))

Date:[Day month year]
Procurement Ref No.:
To: Electoral Commission of Namibia
I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.
I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of
(a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or
(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.
I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder
Signed:
Capacity of: [indicate legal capacity of person(s) signing the Bid Securing Declaration]
Name:
Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]
Dated on day of,
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



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:
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.

SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: IT EQUIPMENT

Procurement Ref No. G/RFQ/28-12/2025/26

	INSTRUCTIONS TO THE PUBLIC BODY	IE PUBLIC BOD	Y				INSTRUCTIONS TO BIDDERS	S TO BID	DERS	
V	At time of preparation of the RFQ, Columns A to E shall be filled in by the Public Entity.	o E shall be filled in l	by the Public I	Entity.	1	Bidde	Bidders shall fill-in columns $\operatorname{E}-\operatorname{I}$ and fill the total	ins E – I and	fill the total	
	[10 be filled by the Fublic Entity]	Fublic Entity]			E = m	ark with a *	E = mark with a *if an equivalent is quoted	noted		
					$F = R_{i}$	F = Rate per unit	= 9	Total price	G = Total price for one item (CxF)	$C \times F$
					• If	an equivale chnical info	If an equivalent is quoted, please attach to your quote appropriate technical information & specification	attach to you tion	ır quote appro	priate
					• B	idders shall	Bidders shall fill in and sign the bottom section of this page	ottom sectio	on of this page	-
A	В		C	D	Э	ഥ	Ð	Н		
Item	Description of Goods		Quantity	Unit of	*	Price per	Total price	VAT	Delivery Country	Country
no.			required	measures		unit	without VAT	NAD	weeks)	jo
						NAD1	NAD		(days/	Origin
	Kindly see page 10-15 for detailed specificati	specifications								
2.										
						TOTAL				
AME	NAME: H. SHOOMBE	POSITION: CAO	0	SIGNATURE:	JRE:	X	hannalae DA	DATE: 20/08/2025	8/2025	
IAME	NAME OF COMPANY:	ADDRESS:				4-				

1. If Price quoted is subject to change in rate of exchange at the time of delivery of goods provide details hereunder:

Currency: Exchange Rate:

If no base rate of exchange is given, the price shall be treated as firm in Namibian Dollars for all intent and purpose.

Key notes: NA=NOT APPLICABLE, NQ=NO QUOTE

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENT

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: G/RFQ/28-12/2025/26

Bidders should complete columns C and D with the specification of the goods offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specification required. Also attach detailed technical literature, and authorise the specification offered in the signature block below.

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B *	C	D
	See specifications below		

1. Lot A: Entry level Notebooks

Entry level	For OMAS to	Complete	For	For Bidders/Tenderer to Complete		
Notebooks Quantity 121						
Feature	Description		Yes	No	Deviation(if Any)	
Operating	Microsoft win	dows 11 professional				
System	(64-bit) or late	est				
Processor	14th Generatio	n Intel i3				
Memory	8GB					
Storage	256 GB SSD					
I/O ports	2x USB 3.0					
	1x HDMI					
	1x RJ45 or US	B to RJ45 connector				
	to be included.					
Display	15.6"1366 x768 (Full-HD)					
Speakers	Integrated stan	dard speakers				
Camera	720p High De	finition Webcam				

Graphics	Integrated High definition		
	Graphics		
Input devices	Touchpad, on-board keyboard with numeric keypad		
Network	RJ-45	-	
interface			
Wireless	802.11a/b/g/n Wi-Fi		
	Bluetooth 5.0 Wireless technology		
Warranty	3 years		
Accessories	Protective carry bag		
Mouse	Wireless mouse		

2. Lot B: Apple Notebook

Apple	For OMAS to Complete	For Bidders/Tenderer to Complete			
Notebook	Quantity 1				
Feature	Description	Yes	No	Deviation(if Any)	
Specification	Macbook Air 13" M4 10 CORE 16GB/256GB			, , , ,	
	 Macbook Air 13" Apple M4 Chip with 10-Core and 8-Core GPU, 16GB, 256GB SSD- Starlight 				
Processor	Apple M4 Chip with 10-Core and 8-Core GPU				
Memory	16GB				
Storage	256GB SSD- Starlight				
Warranty	3 years				
Accessories	13/14" Eco-Smart Laptop Sleeve				

3. Lot C: Apple iPad and accessories

Apple	For OMAS to Complete		For Bidders/Tenderer to Complete			
Notebook	Quantity 1					
Feature	Description	Yes	No	Deviation(if Any)		
Specification	IPAD Pro 11" M4 WIFI+Cell 256					
	With					
	Standard Glass – Space Black					
Storage	256GB					
	SSD- Starlight					
Warranty	1 years					
Accessories	Tempered Glass for IPad Pro11"					
	M4, Clear					
	Magic Keyboard for IPad 11"					
	Black (M4) British English					

4. Lot D: Apple Desktop

Apple	For OMAS to Complete		F	For Bidders/Tenderer to Complete			
Desktop	Quantity	1					
Feature	Description		Y	es	No	Deviation(if Any)	
Specification	24-inch iMac v	vith Retina 4.5K					
	display: Apple M4 chip with 10-core CPU						
			PU				
	and 10-core Gl	and 10-core GPU, 24GB, 512GB					
	SSD						
Processor	Apple M4 Chip	with 10-Core a	nd				
	10-Core GPU						
Memory	24GB						
Storage	512GB SSD						
Warranty	3 years						
Accessories	13/14" Eco-Sm	art Laptop Sleev	ve				

5. Lot E: LaserJet Printers

Multifunction	For OMAS to Complete		For Bidders/Tenderer to Complete				
Printers (Black & White)	Quantity 121						
Feature	Description		Yes	No	Deviation(if Any)		
Malfunctions	Print, Copy	Print, Copy & Scan					
Print speed	Up to 22ppr	n black (ISO, A4)					
Printer resolution	Black up to	600x600 dpi					
Print technology	Print laser						
Duplex printing	Manual dup	lex					
Copy speed	Up to 22 cpi	Up to 22 cpm color					
Media sizes	A4, A5, A6,	A4, A5, A6, B5 (JIS)					
supported							
Paper handling	150-sheet in	put tray					
Media types	Paper (laser	plain, photo,					
	rough, vellu	m) envelops,					
	labels, cards	, postcards					
Recommended	150-1500						
print volume							
Accessories	USB cable a	nd all necessary		70-00-			
	accessories s	should be included					
Warranty	1 years						

The Supply and Installation Data Centre Equipment should meet the specifications as outlined below:

ITEM/DESCRIPTION	QUANTITY	Specifications
1. a) Servers	3	Model: HPE ProLiant DL380 Gen11
b) Storage	1	Model: HPE Alletra Storage
c) Storage Switch	1	Model: Appropriate/ Compatible Storage access
		switch
d) Labour	1	Installation and commissioning for 3x servers &
		storage
2. Stand-alone Server	1	Model: HPE ProLiant DL380 Gen11 (Supply only)
3. Backup NAS Storage	1	Model: NAS storage for backup (Supply only)

6. HPE-based infrastructure solution (3x HPE ProLiant DL380 Gen11 server, integrated with HPE Alletra storage including networking and required accessories) supply and commissioning.

7. Servers - Lot F

HPE ProLiant	For OMAS to Complete		For '	Tende	erer to Complete	
DL380 Gen11	Quantity	3				
Feature	Description		Yes	No	Deviation(if Any)	
Model	HPE ProLiant DL3	380 Gen11				
Processor	Intel Xeon 16-core	-Gold, 2.0GHz				
Memory	128GB					
Storage	2x 480GB SSD (R	AID1 for OS)				
RAID	HPE Smart Array					
Controller						
Networking	10/25GbE Dual-Po	ort SFP+				
	Adapter					
Power supply	2 x 800W Redunda	int Hot-Plug				
Form factor	2U Rackmount wit	h Sliding Rail				
	Kit					
warranty	3 years					
Accessories	All required access	ories				

4. Storage - Lot G

HPE Alletra	For OMAS to Complete		For '	Tende	erer to Complete
Storage	Quantity	1			
Feature	Description		Yes	No	Deviation(if Any)
Model	HPE Alletra				
Controller	Dual Controller				
Drives	12 x 3.84TB NVM	12 x 3.84TB NVMe SSDs			
Raw capacity	46TB				
Usable	30TB				
capacity					
Connectivity	4 x 25GbE iSCSI o	r 32Gb FC			
Management	HPE Alletra Ops /C	GreenLake			
Features	Deduplication, compression, replication				
Warranty	3 years				
Accessories	All required access	ories			

5. Networking and Accessories - Lot H

Network	For OMAS to Complete	For '	For Tenderer to Complete			
Switches	Quantity 2					
Feature	Description	Yes	No	Deviation(if Any)		
Model	Appropriate/ Compatible Storage					
	access switch: to interconnects HPE					
	Alletra and HP compute nodes					
	providing up to 25Gb					
	Ports 24x 25Gb SFP+					
Transceivers	s Appropriate SFP28 25GbE to provide					
	up to 25Gb					
DAC/ Fibre	Quantity as required: Direct Attach					
Cables	Copper or OM4 Fibre for compute					
	and storage solution integration					
Features	Inline deduplication, compression,					
	replication					
Warranty	3 years					
Accessories	All required accessories for compute					
	and storage solution integration					

6. Installation and commissioning of Compute and Storage Solution - Lot I

Labour	For OMAS to Complete			For Tenderer to Complete				
	Quantity	1						
Feature	Description		Yes	No	Deviation(if Any)			
Scope of	To successfully d	leploy, configure,						
Work	and test the HPE	infrastructure						
	solution comprisi	ng of 3xDL380						
	Gen11 server and	l HPE Alletra stora	ge					
	& networking en	suring high						
	availability, optimal performance, and							
	integration with e	existing datacentre						
	network							
	 Install and 	d configure VMwa	re					
	ESXI into	egrate with existi	ng					
	VCenter.	Licensing to	be					
	provided l	by ECN						
SLA	SLA support for	12months						
Support								
Qualification	 Necessary 	certification	to					
	implemen	t supplied solution						
	 Past expe 	rience in successi	ul					
	implemen	tation of propos	ed					
	solution	(provide prod	of/					
	references)						

7. Stand-alone Server – Lot J

HPE ProLiant	For OMAS to	Complete For Ter		Tend	derer to Complete	
DL380 Gen11	Quantity	1				
Feature	Description		Yes	No	Deviation(if Any)	

Model	HPE ProLiant DL380 Gen11	
Processor	2x Intel Xeon 16-core-Gold,	
	2.0GHz	
Memory	128GB	
Storage	2x 480GB SSD (RAID1 for OS)	
NA. 07.7	6x HPE 2.4TB SAS 12G Mission	
	Critical 10K SFF (for Data)	
RAID	HPE Smart Array	
Controller		
Networking	Standard networking	
Power supply	2 x 800W Redundant Hot-Plug	
Form factor	2U Rackmount with Sliding Rail	
	Kit	
warranty	3 years	
Accessories	All required accessories	

8. Backup NAS Storage - Lot K

NAS Storage	For OMAS to Complete	For	Tend	erer to Complete
	Quantity 1			
Feature	Description	Yes	No	Deviation(if Any)
Model	Enterprise NAS			
Usable capacity	100TB (after drive failure fault tolerant RAID)			
Features	 Backup target for: veeam, windows server backup, Hyper-V and VMware vSphere Snapshot Replication, cloud sync, iSCSI LUN, Built in backup suit, email alert 			
Accessories	all necessary accessories should be included			
Warranty	3 years			

9. Licenses Renewals: Lot L

Description	For OMAS to Complete	For	Bidde	ers/Tenderer to Complete
Description	Quantity	Yes	No	Deviation(if Any)
Renewal of Veeam Backup &	30			
Replication Licence (1 year)				
Veeam Support ID: 03477803				
	96			
1 year VMWare Licence ERP				
Cust Acc Number: 10800406				
Support Site ID: 17157354				
Contract #: 52751932				

1 year Renewal Fortinet- 100F	2	
Forticare Premium and fortiguard		
Unified Thread Protection		

Specifications and Compliance Sheet Authorised By:

Name:	Signature:
Position:	Date:
Authorised for and on behalf of:	Company

1. Evaluation Criteria

1.1.1 Preliminary Examination of Bids/Quotations:

No.	Description		Weight/Sco	
		Yes	No	
1	Bidder has submitted the number of copies; that is an Original + one copy			
2	All Pages are initialled by a person dully authorized to sign the bid proof of authorization in writing should be provided			
3	Original bid is typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder (ITB 21.2);			
4	The bidding document is signed, and ALL PAGES of the bid are initialed by the authorized person to commit the bidder			
5	Bid is written in English language			
6	Offered period of validity of the bid is in line with the period stipulated by the Purchaser			
	OVERALL ADMINISTRATIVE COMPLIANCE			

Bidder's that do not comply with the stipulated requirements will be deemed non-responsive, therefore disqualified and excluded from further evaluation and comparison.

1.1.2 Legal Admissibility Evaluation Grid:

No	Description		nt/Sco
		Yes	No
1	Bidder has submitted a valid certificate of good standing with the		
	Receiver of Revenue; NAMRA		
2	Bidder has submitted a valid certificate of good standing with the Social		
	Security Commission or, in the case where a company has no		
	employees, confirmation letter from the Social Security Commission		

3	Bidder has submitted a valid affirmative action compliance certificate	
	issued under section 41 of that Act; an exemption issued under section	
	42 of that Act; or	
	a proof from the Employment Equity Commissioner that the bidder or	
	supplier is not a relevant employer as defined in that Act	
4	Bidder has submitted a written undertaking as contemplated in section	
	138(2) of the Labour Act, 2007(Act No. 11 of 2007)	
5	Bidder has submitted a valid certificate of business registration	
	OVERALL LEGAL COMPLIANCE	

Failure to submit all contract documents, the bidder shall be deemed non-compliant, therefore disqualified and excluded from further evaluation and comparison.

1.1.3 Technical Evaluation Criteria:

No	Description		Weight/Sco res	
		Yes	No	
1	Bidder has submitted a fully completed Bid Security Declaration, signed by the person authorized to commit the bidder. (ITB 22) Data Form 3			
2	Bidder has submitted documentary evidence that the Goods and Related Services conform to technical specifications (compliance to technical specifications), furnish list giving full particulars of available sources and current prices of spare parts, special tools etc.;			
3	Bidder has submitted documentary evidence from three (3) of their different clients, for the supply of IT Equipment and Services of similar monetary value, (proof of successful completion within a period of 3 years a) and contact details of those clients to be contacted for further information on those contracts			
4	Bidder has submitted a detailed Preliminary delivery program/schedule			
5	Bidder has submitted a comprehensive company profile and project record for similar type of goods.			
6	Bidder has submitted documentary evidence (Manufacture's Authorization) establishing the Bidder's qualifications to perform the contract if its quotation is accepted			
	OVERALL TECHNICAL COMPLIANCE			

Failure to submit all above-mentioned documents and references, the bidder shall be deemed non-compliant, therefore disqualified and excluded from further evaluation and comparison.

1.14 Compliance to Financial Requirement

No	DESCRIPTION		Weight/Scores	
		Yes	No	
1	Bidder has submitted a report on the financial standing of the Bidder for the last three years, such as certified copies of Financial Statements/Audited Accounts as filed at the Registrar of Companies			
2	Bidder has submitted a documentary evidence (bank confirmation letter) that they have a bank account at a Namibian banking institution			
	OVERALL FINANCIAL COMPLIANCE			

Failure to submit all above-mentioned documents and references, the bidder shall be deemed non-compliant, therefore disqualified and excluded from further evaluation and comparison.

SECTION VI: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods - Ref. **G/RFQ-GCC** on the website of the Public Entity <u>www.ecn.na</u> except where modified by the Special Conditions below.

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: G/RFQ/28-12/2025/26

The clause numbers given in the first column correspond to the relevant clause number of the GCC.

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1 (h)	The purchaser is: Electoral Commission of Namibia
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is The Electoral Commission of Namibia 67-71 Van Rhijn Street, Windhoek North
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
Notices GCC 8.1	Any notice shall be sent to the following addresses: For the The Electoral Commission of Namibia 67-71 Van Rhijn Street, Windhoek North H. Shoombe, hshoombe@ecn.na, 061 376200/15
	For the Supplier, the address and contact name shall be
Settlement of Dispute GCC 10.2	Arbitration proceedings shall be conducted in accordance to the following rules:

01: 4 1 000	
Subject and GCC clause reference	Special Conditions
	The Coods are to be delivered with 14.1. C. of the Co.
Delivery and Documents	The Goods are to be delivered within 14 days from the date of Purchase
GCC 13.1	Order or Letter of Acceptance.
GCC 13.1	The shipping and other documents to be furnished by the Supplier are:
	(a) signed delivery note;(b) original invoice,
	(c) original purchase order
	(c) original purchase order
Price Adjustment	The Price shall not be adjustable
GCC15.1	
Terms of Payment	The structure of payments shall be: full payment following delivery of
GCC 16.1	the Supplies and submission of an invoice and the documents listed in
	clause 13.1
Terms of Payment	Payments shall be made not later than thirty days after submission of an
GCC 16.3	invoice and its certification by the Purchaser.
Terms of Payment	The currency of payment shall be the currency of order specified in the
GCC 16.4	List of Goods, Price Schedule and Product details in the Statement of
	Requirements.
Payment Method	The method and conditions of payments to be made to the Supplier under
GCC 16.5	this Contract shall be as follows:
	i) On Acceptance: The Contract Price of goods received shall be
	paid no later than thirty (30) days of receipt of the Goods upon
	submission of an invoice (showing Purchaser's name; the
	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.
	An interest rate of 0% is payable to the supplier by the purchaser for each
	day payment is delayed until payment has been made in full.
	day payment is detayed dikin payment has been made in fun.
Performance	(i) No performance security is required.
Security	
GCC 18.1	
Discharge of	
Performance	The performance security will be discharged no later than:
Security	
GCC 18.4	
Packing	The packing, marking and documentation within and outside the
GCC 23.2	packages shall be:
Insurance	
GCC 24	
Subject and GCC	Special Conditions
clause reference	

Section VII Special Conditions of Contract 21

Subject and GCC clause reference	Special Conditions
Transportation	The Goods shall be delivered: [Incoterm for transportation].
GCC 25	
Inspection and	Goods will be inspected against the provided specifications at delivery, quantities and
Tests	quality to ascertain whether the right goods and quantities were delivered according to
GCC 26.	the delivery note
Liquidated	Liquidated damages for the whole contract are 1% per day. The
Damages	maximum amount of liquidated damages for the whole contract is 10%
GCC 27.1	of the final contract price.
Warranty	The period of validity of the warranty shall be 12 months
GCC 28.3	
Repair and	The period for repair and replacement of defects shall be: 5 days
replacement	
GCC 28.5	

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:

$$P_1 = P_0 \left[a + \underline{b}\underline{L}_1 + \underline{c}\underline{M}_1 \right] \text{-} P_0$$

$$a+b+c = 1$$

in which:

P₁ = 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

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

Section VII Special Conditions of Contract 23

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 P₀ 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.

SCHEDULE 2

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	NAD	NAD
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		

 $Local\ Value\ Added = \underline{Total\ Cost - Cost\ of\ imported\ inputs}\ x\ 100} \\ Total\ Cost$

The cost structure should be certified by a Certified Accountant

SCHEDULE 3

BID CHECKLIST SCHEDULE

[Public Entity to update this Checklist to ensure that it contains the documents required from Bidders for the specific procurement]

Procurement Reference No.:

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule (own quotation can be attached)		
Specification and Compliance Sheet		
Bid Securing Declaration		
Evidences for conformity of Goods		
Valid Original Or Certified Copy Of Good Standing Certificate For Tax		
Valid Original Or Certified Copy Of Good Standing Certificate For Social Security		
Valid Certified Copy Of Affirmative Action Compliance Certificate		
Written Undertaking in terms of Wage Order for Setting National Minimum Wage		
Company Registration / Founding Statement		

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its bid to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.