



**Request For Proposal
For**

Supply, Deployment and Maintenance of a Central Electronic Monitoring System for
the Gambling Board of Namibia

Procurement No: SC/RP/GBN-01/2026

Name of Bidder	
Contact Person	
Telephone Number	
Email Address	

Address: No. 8 Simeon Shixungileni Street, Windhoek, Namibia

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Section 1. Letter of Invitation

Procurement Reference No: Procurement No: **SC/RP/GBN-01/2026**

Dear Sir/Madam

1. The **Gambling Board of Namibia (GBN)** invites proposals to provide the following consulting services: **Supply, Deployment and Maintenance of a Central Electronic Monitoring System for the Gambling Board of Namibia**. More details on the services are provided in the Terms of Reference.
2. This Request For Proposal (RFP) has been addressed to all qualified Consultants:
3. A firm will be selected under **Quality and Cost Based Selection** and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Namibia.
4. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract
5. Please inform us in writing at the following address procurement@gbn.com.na , upon receipt:
 - (a) that you received the Letter of Invitation; and
 - (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Ms. Saara N Shipanga
Head of Procurement Management Unit

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Instructions to Consultants

Definitions

- (a) “Client” means the Public Entity with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “**Data Sheet**” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Republic of Namibia.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Namibia; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Namibia.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants.
- (l) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.

- (n) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the **Data Sheet** will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.6 The Government of the Republic of Namibia requires that Consultants provide professional, objective, and impartial advice and at all times hold the client’s interests paramount, strictly avoid conflicts with other assignments or their own

corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities

- (i) A firm that has been engaged by the client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family

relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 It is the policy of the Government of Namibia to require Public Entities, as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics

during the selection and execution of contracts.¹ In pursuance of this policy, the Client:

- (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 party²;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
 - (iv) “coercive practices” 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 party⁵;
 - (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 Client 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

¹ In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

² “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes Public Entity staff and employees of other organizations taking or reviewing selection decisions.

³ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

⁵ “Party” refers to a participant in the selection process or contract execution.

the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 1.7.1 below.
- (b) will reject a proposal for award if it determines that the consultant 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;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, 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-consultant^b, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.

1.7.2 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Eligibility

- 1.8 (a) A firm or individual that has been sanctioned by the Government of the Republic of Namibia in accordance with the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Procurement Policy Unit.
- (b) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at

^b A nominated sub-consultant, supplier, or service provider is one which either has been (i) included by the Consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the Consultant's proposal for the particular services; or (ii) appointed by the Client.

the date of the deadline for bid submission and thereafter shall be disqualified.

(c) Proposal from consultants 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).

(d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

Eligibility of Sub-Consultants

1.9 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.

Origin of Goods and Consulting Services

1.10 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

- (i) as a matter of law or official regulation, the Republic of Namibia prohibits commercial relations with that country; or
- (ii) 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, the Republic of Namibia prohibits any imports of goods from that country or any payments to persons or entities in that country.

Only one Proposal

1.11 Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.

Proposal Validity

1.12 The **Data Sheet** indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However should the

need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

**2. Clarification
and
Amendment of
RFP Documents**

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

(e) **Bid Security**

(i) The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**.

- (ii) The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- (iii) The Bid Security shall be in the amount/percentage **specified in the BDS** and denominated in Namibian dollars, and shall:
 - (a) be issued by a commercial bank operating in Namibia.
 - (b) be substantially in accordance with the forms of Bid Security included in Section 3, Technical Proposal Standard Forms;
 - (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 3.3(e)(vi) are invoked;
 - (d) be submitted in its original form; copies will not be accepted;
 - (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 1.12;
- (iv) Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 3.4(h), shall be rejected by the Purchaser as nonresponsive.
- (v) The Bid Security of unsuccessful bidders shall be returned as promptly as possible upon the successful Bidder signing of contract.
- (vi) The Bid Security shall be forfeited or the Bid Securing Declaration executed:
 - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Technical Proposal Submission Form; or
 - (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
 - (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 6.5;
- (i) 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 Technical Proposal Submission Form mentioned in Section 3 “Technical Proposal Standard Forms,” when submitting in association.

- (ii) 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 Technical Proposal Submission Form, except as provided in ITB 20.2;
 - (b) a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
 - (c) the successful Bidder fails to: sign the Contract in accordance with ITB 6.5;

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

**Technical
Proposal
Format and
Content**

- 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The **Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The following mandatory documentary evidence is required to accompany the Technical Proposal;
 - (i) have a valid company Registration Certificate;
 - (ii) have an original valid good Standing Tax Certificate;
 - (iii) have a valid, good Standing Social Security Certificate;
 - (iv) 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;
 - (v) 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;

The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following subpara. 3.4 (c) (ii)).

- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.
- (h) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 3.3(e), as specified in the **Data Sheet**;

3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and

local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

Taxes

- 3.7 The Consultant, other than Namibian nationals, may be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the **Data Sheet** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants, must express the price of their services in Namibia Dollars only.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants, **as specified in the Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.

- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Procurement reference number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE XXXXXXXX.**” The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the **Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- Evaluation of Technical Proposals**
- 5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive

Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

**Financial
Proposals for
QBS**

- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.

**Public Opening
and Evaluation
of Financial
Proposals (only
for QCBS, FBS,
and LCS)**

- 5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.
- 5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to Namibian Dollars using the selling rates of

exchange issued by the Bank of Namibia, prevailing on the deadline for submission of proposals.

- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held on the date and at the address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

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|---|-----|---|
| Financial negotiations | 6.3 | If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Republic of Namibia, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP. |
| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation. |

- 7.2 For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short listed consultants of its decision.
- 7.3 For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award.
- 7.4 In the absence of an application for review by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant
- 7.5 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Client's website, the results of the RFP process identifying the:
- (i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and
 - (ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.
- 7.6 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

8. Confidentiality

- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

9. Debriefing

- 9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing, and within 7 days from the date the unsuccessful consultants are informed about the award.

Instructions to Consultants – Data Sheet

1. Paragraph Reference	
1.1	Name of the Client: The Gambling Board of Namibia (GBN) Method of selection: Quality and Cost Based Selection
1.2	The Financial Proposal shall be submitted concurrently with the Technical Proposal, with each proposal enclosed in a separate sealed envelope.
1.3	A pre-proposal conference will be held on: Date: 01 October 2026 Time: 10h00 Mode: Online https://teams.microsoft.com/meet/347212370316537?p=UHyfgvtUepBbBhpAth The Client's representative is: Ms. Saara N Shipanga Address: No.8, Simeon Shixungileni Street, Windhoek, Namibia Telephone: +264 83 707 0610 E-mail: procurement@gbn.com.na
1.4	The Client will provide the following inputs and facilities: • Relevant project documentation, reports, and regulatory frameworks on gambling activities in Namibia. • Assistance in obtaining necessary government licenses, permits, and clearances. • Facilitation of engagement with licensed gambling operators, regulators, and enforcement agencies. • Contact details of key stakeholders and permission for site visits and consultations. • Applicable national laws, compliance requirements, and ICT/cybersecurity guidelines.
1.14	Proposals must remain valid 90 days after the submission date.
2.1	Clarifications may be requested not later than 7 days before the submission date.

	The address for requesting clarifications is: Ms. Saara N Shipanga Address: No.8, Simeon Shixungileni Street, Windhoek, Namibia Telephone: +264 83 707 0610 E-mail: procurement@gbn.com.na
3.3 (b)	The duration of the assignment shall be six (6) months, within which the Consultant is expected to complete and finalise the project, with the system expected to be functional for at least 10 years
3.4	The consultant is expected to submit a Full Technical Proposal accompanied by the following documentary evidence as required by Section 50 of the Public Procurement Act 15 of 2015: (i) have a valid company Registration Certificate (Natural persons/sole proprietor are exempted from this requirement). (ii) have an original or certified copy of a valid good Standing Tax Certificate; (iii) have valid good Standing Social Security Certificate; (iv) 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; (v) 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. Requirements (i) to (iv) shall not apply to foreign (non-Namibian) firms. However, where a foreign firm submits a bid in joint venture with a local firm, the local firm shall be required to fully comply with these requirements, in accordance with Section 50 of the Public Procurement Act, 2015 (Act No. 15 of 2015), as amended.
3.4 (g)	Training constitutes a critical component of this assignment. Accordingly, the Consultant is required to provide a comprehensive description of the proposed training methodology, including the approach, content, duration, and staffing arrangements.
3.4 (h)	The Gambling Board of Namibia hereby confirms that the submission of a bid security shall not be a requirement under this bidding process.

3.6	The Consultant shall submit a comprehensive and detailed costing for the entire assignment as part of the Financial Proposal. All costs associated with the assignment, including remuneration, reimbursable expenses, and any other anticipated expenditure, must be clearly itemized in accordance with the Standard Forms (Section 4). The cost shall be broken down by activity and, where applicable, into foreign and local expenditures. No additional expenses beyond those explicitly included in the submitted Financial Proposal shall be reimbursable by the Client. Financial Proposal requirement The Financial Proposal shall be submitted in accordance with the instructions set out in this Bidding Data Sheet (BDS) and shall include all information necessary for the evaluation of the financial offer. Financial Information to be Provided The Bidder shall provide the following financial information covering the entire contract period of ten (10) years: 1. Projected Gambling Metrics The Bidder shall provide estimated projections, supported by clear assumptions and motivations, of: ○ Gambling turnover; ○ Gross Gambling Revenue (GGR); and ○ Gambling levies, for all categories of gambling licences applicable during the contract period. 2. Monitoring Fees vs Gambling Levies The Bidder shall separately present the proposed Monitoring Fees for each category of gambling licence over the contract period. These fees shall be clearly compared against the projected gambling levies for each licence category over the same period. 3. Pricing for the Central Electronic Monitoring System The Bidder shall provide detailed pricing for the supply, deployment, and maintenance of the Central Electronic Monitoring System for all categories of gambling licences, covering the full five (5) year contract period with renewal 4. Price Schedules and Contract Price The Bidder shall submit accurate and comprehensive monthly and annual price schedules, clearly indicating: ○ Unit prices where applicable; and ○ The total contract price for the proposed services.
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	Total Bid Price 1. The Bidder shall indicate, in the prescribed Price Schedules, the annual price and the total bid price for all services to be provided over the contract period. The total bid price shall clearly reflect the different service categories and any value-added services proposed for each category. 2. All calculations shall be arithmetically accurate, fully motivated, and supported by clearly stated assumptions and economies of scale, and shall be consistent with all elements of the Bid. 3. Bidder shall clearly demonstrate and cost any customisation requirements of the monitoring solution for all categories of gambling licences, including but not limited to: • Monitoring of online gambling activities; • Analysis of punter gambling patterns; • Responsible gambling controls; • Monitoring of cross-border financial flows; • Technical compliance monitoring; and • Accurate determination and reporting of gambling revenues.
3.7	All amounts payable by the Client to the Consultant under the Contract shall be subject to applicable local taxation in accordance with the laws of Namibia. Local Consultants shall be responsible for all taxes payable and are required to submit their Financial Proposals inclusive of all applicable taxes. For international Consultants, any taxes, including withholding tax and value-added tax (VAT), that are applicable under Namibian law shall be borne by the Consultant and must be reflected in the Financial Proposal. The Client shall not reimburse any additional taxes or duties beyond those included in the Consultant's Financial Proposal.
3.8	All Financial Proposals shall be denominated in Namibian Dollars (NAD)
4.2	Power of Attorney Bidders are required to submit a valid Power of Attorney, duly notarized or signed by a company director(s) or other authorized office. Failure to submit the required Power of Attorney shall render the bid non-responsive. 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.

	The name and position held by each person signing the authorization must be typed or printed below the signature. <i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose</i>
4.3	The Consultant shall submit the Technical Proposal in one (1) original and one (1) copy, and the Financial Proposal in one (1) original and one (1) copy. The Technical Proposal and the Financial Proposal must be sealed in separate envelopes, clearly marked accordingly.
4.5	The Proposal submission address is: The Tender Box The Gambling Board of Namibia Address: No.8, Simeon Shixungileni Street, Windhoek, Namibia Reception Proposals must be submitted not later than the following date and time: Date: 29 October 2026 Time: 11h00 am

EVALUATION CRITERIA SECTION

Evaluation Methodology

To ensure transparency, fairness, and objectivity in the procurement process, the evaluation will be conducted by the Bid Evaluation Committee (BEC) in strict accordance with the prescribed criteria. The evaluation shall follow the phases set out below, and any consultant who fails to meet the specified requirements at any stage will be disqualified and will not proceed to subsequent phases of the evaluation.

Phase 1: Eligibility Criteria

Bidders shall be assessed against the eligibility criteria outlined in ITC 1.8 of the Bidding Document. Any bidder that fails to meet these eligibility requirements will be disqualified and shall not proceed to subsequent stages of the evaluation process.

Phase 2: Administrative Requirements

Bidders will be evaluated against the administrative requirements set out in the relevant ITCs of the Bidding Document. Failure to comply with these requirements will result in disqualification, and such bidders will not advance to the subsequent stages of the evaluation process.

Phase 3: Mandatory Documents

Bidders shall be assessed against the mandatory documents' submissions outlined in ITC 3.4 of the Bidding Document. Any bidder that fails to meet these mandatory requirements will be disqualified and shall not proceed to subsequent stages of the evaluation process.

Phase 4: Technical Evaluation

Bidders will be evaluated against the technical criteria outlined in the evaluation table below, in accordance with the prescribed weightings. The total technical evaluation shall be scored out of 100%. To qualify for progression to the next phase, a bidder must obtain **a minimum score of 75%**. Bidders who fail to achieve this threshold will be deemed 'technically non-responsive' and will be excluded from further consideration. Partial scoring will be applied, and marks will be awarded proportionally based on the depth, quality, and completeness of each bidder's response to the stated criteria.

Phase 5: Presentations Evaluation

Bidders who successfully pass the technical evaluation stage will be invited to present the functionality of their proposed systems, in line with the requirements prescribed in the evaluation table. The purpose of this stage is to verify that the proposed solutions adequately meet the functional requirements. A minimum score of 75% must be achieved in order to progress to the financial evaluation stage. Bidders who fail to attain this threshold will be formally notified and requested to collect their unopened Financial Proposals, in accordance with ITC 5.4.

Phase 6: Financial Evaluation

The Financial Proposals of all qualifying consultants shall be opened in accordance with the procedure set out in ITC 5.4. Each proposal will be reviewed for completeness and checked for any arithmetic errors, which will be corrected in line with the Instructions to Consultants. The financial evaluation will then be carried out using the following formula:

$$Sf = 100 \times \frac{Fm}{F}$$

where:

Sf = Financial Score

Fm = Lowest Financial Proposal

F = Financial Proposal under consideration.

Phase 7: Margin of Preference Evaluation

Bidders will be evaluated for Margin of Preference in accordance with the provisions of the Code of Good Practice on Preference. The purpose of this phase is to give effect to National Preference by promoting Namibian ownership and ensuring the utilization of Namibian key personnel.

The Margin of Preference will be calculated using the following formula:

$$Mp = \frac{(P \times M)}{100}$$

Where:

- Mp = Margin of Preference points allocated
- P = Base score allocated for preference evaluation
- M = Percentage preference entitlement of the bidder, as defined in the Code of Good Practice on Preference

Phase 8: Final Evaluation (Technical & Financial Evaluation)

In accordance with the Quality and Cost Based Selection (QCBS) method, the final ranking of bidders will be determined by combining the Total Technical Score and the Financial Score. The Total Technical Score, calculated as the average of the Technical Evaluation and the Presentation Evaluation, will carry a weight of 70%, while the Financial Score will account for 30%. The bidder achieving the highest combined score will be recommended for award.

Formula:

$$\text{Final Score (FS)} = (TTS \times 0.70) + (FS_c \times 0.30)$$

Where:

- TTS = Total Technical Score (average of Technical and Presentation evaluations)
- FSc = Financial Score

Phase 1: Eligibility Requirements

Eligibility Requirements	Yes	No
Is the Bidder under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter?		
A list of firms debarred from participating in Public Procurement in Namibia is available at https://egp1.gov.na/forms/SearchSuspendedBidders.jsf		
Does the bidder appear on any of the development bank ineligibility lists as follows: • African Development Bank https://www.afdb.org/en/projectsoperations/debarment-and-sanctions-procedures • Asian Development Bank , http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&count=999 • World Bank Group, http://www.worldbank.org/en/projects-operations/procurement/debarred-firms		

In accordance with the *Public Procurement Act, 2015 (Act No. 15 of 2015)* as amended, any bidder appearing on the ineligibility lists of the Government of the Republic of Namibia, the Asian Development Bank, the World Bank, the African Development Bank, or any other recognized international financing institution shall be deemed non-responsive. Such bidders shall be disqualified and excluded from all subsequent stages of evaluation, comparison, and contract award consideration.

Phase 2: Administrative Requirements

Administrative Requirements	Yes	No
Is the bid as well as all correspondence and documents written in English?		
Are all pages of the bid signed and/or initialled by the person or persons dully authorized on behalf of the bidder?		
Has the authorised representative of the bidder completed, signed and/ or stamped and returned the Technical Bid Submission Form?		

Has the bidder offered the period of bid validity of ninety (90) days, as specified in the Bidding Data Sheet?		
Has a bidder submitted a duly completed and signed Bid Securing Declaration Form. 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-Securing Declaration shall be in the names of all future partners as named in the Technical Proposal Submission Form mentioned in Section 3		
Has the bidder submitted a duly executed Power of Attorney, fully signed and authorised by all directors or, where applicable, by the duly appointed governing body of the entity, clearly empowering the designated representative(s) to act on behalf of the bidder for purposes of the bid, including signing of bid documents, making commitments, and entering into binding agreements?		
In the case of a Joint Venture, has the bidder submitted a duly signed Joint Venture Agreement that: • clearly outlines the roles and responsibilities of all parties; • is signed by all participating entities; and • binds all parties to the execution of the assignment in the event of an award?		

In accordance with the *Public Procurement Act, 2015 (Act No. 15 of 2015)*, as amended, any bidder who receives a “No” in respect of any administrative requirement shall be deemed non-responsive. Such bidder shall be disqualified and excluded from all subsequent stages of evaluation, comparison, and consideration for award of contract.

Phase 3: Mandatory Requirements

Document Description	Yes	No
Has the consultant submitted a certified copy of a valid – (i) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia or; (ii) certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia or; (iii) document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia; or (iv) partnership agreement in the case of a partnership, a valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar arrangements. Sole proprietors or natural persons are exempted from this requirements in terms of Section 19 (2) (d) of the Public Procurement Amendment Act, No 3 of 2022. <u>In the case of a joint venture, each participating consultant shall individually comply with this requirement.</u> <u>All copies submitted must be duly certified by a Commissioner of Oaths appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963), as amended.</u> <u>This requirement shall not apply to non-Namibian firms. However, where a non-Namibian firm participates in a joint venture with a Namibian firm, the requirement shall apply to the Namibian joint venture partner, in accordance with the applicable provisions of the Public Procurement Act, 2015 (Act No. 15 of 2015), as amended.</u>		

Has a consultant submitted a valid original or certified copy of Good Standing Tax Certificate or a certified copy by a Commissioner of Oath? <u>In the case of a joint venture, each participating consultant shall individually comply with this requirement.</u> <u>All copies submitted must be duly certified by a Commissioner of Oaths appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963), as amended.</u> <u>This requirement shall not apply to non-Namibian firms. However, where a non-Namibian firm participates in a joint venture with a Namibian firm, the requirement shall apply to the Namibian joint venture partner, in accordance with the applicable provisions of the Public Procurement Act, 2015 (Act No. 15 of 2015), as amended.</u>		
Has the bidder valid Good Standing Social Security Certificate? <u>In the case of a joint venture, each participating consultant shall individually comply with this requirement.</u> <u>This requirement shall not apply to non-Namibian firms. However, where a non-Namibian firm participates in a joint venture with a Namibian firm, the requirement shall apply to the Namibian joint venture partner, in accordance with the applicable provisions of the Public Procurement Act, 2015 (Act No. 15 of 2015), as amended.</u>		
Has a bidder submitted a valid Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998? <u>In the case of a joint venture, each participating consultant shall individually comply with this requirement.</u> <u>All copies submitted must be duly certified by a Commissioner of Oaths appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963), as amended.</u>		

<u>This requirement shall not apply to non-Namibian firms. However, where a non-Namibian firm participates in a joint venture with a Namibian firm, the requirement shall apply to the Namibian joint venture partner, in accordance with the applicable provisions of the Public Procurement Act, 2015 (Act No. 15 of 2015), as amended.</u>		
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 6.2 of the General Conditions of Contract if it is awarded the contract or part thereof. <u>In the case of a joint venture, each participating consultant shall individually comply with this requirement.</u> <u>All copies submitted must be duly certified by a Commissioner of Oaths appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963), as amended.</u>		

In accordance with the *Public Procurement Act, 2015 (Act No. 15 of 2015)*, as amended, any bidder who receives a “No” in respect of any mandatory requirement shall be deemed non-responsive. Such bidder shall be disqualified and excluded from all subsequent stages of evaluation, comparison, and consideration for award of contract.

Phase 4: Technical Evaluation

	Score	Maximum score
Technical Proposal Evaluation		15

1.1. Understanding of the assignment and methodology The consultant shall submit a comprehensive technical proposal that clearly demonstrates their understanding of the assignment's objectives. The proposal should articulate familiarity with the applicable legal and regulatory framework and provide a detailed methodology for the supply, deployment, and monitoring of the Central Electronic Monitoring System ("CEMS").	The bidder has submitted a comprehensive technical proposal that adequately addresses all aspects of the Terms of Reference. The proposal demonstrates a clear understanding of the assignment objectives, reflects familiarity with the applicable legal and regulatory framework, and presents a detailed and well-structured methodology for the successful execution of the assignment.	15	
	The bidder has submitted a technical proposal that addresses some, but not all, aspects of the Terms of Reference. The submission demonstrates a limited understanding of the assignment objectives, with certain components either omitted or insufficiently covered. While the proposal makes reference to applicable laws and methodology, the articulation is weak, lacks depth, and does not provide adequate detail to ensure confidence in the successful execution of the assignment.	7	
	The bidder has not submitted a technical proposal. As a result, there is no demonstration of understanding of the Terms of Reference, no articulation of the assignment objectives, no reference to the applicable legal or regulatory framework, and no methodology provided.	0	
1.2. Detailed System Design and Architecture The bidder shall submit a comprehensive system design and architecture that clearly demonstrates compliance with the Terms of Reference. The submission must include, at a minimum, the following elements: • Real-Time Monitoring.	The bidder shall submit a comprehensive system design and architecture that demonstrates full compliance with the Terms of Reference. The submission must clearly outline the overall system architecture, supported by diagrams and descriptions, and address all key components.	20	20

• Integration with Operators and relevant stakeholders. • Anti-Money Laundering (AML) and Responsible Gambling Features. • Reporting Functionality. • Scalability. • Backups and Disaster Recovery.	The bidder has submitted a system design and architecture that addresses only some of the requirements of the Terms of Reference. While certain components are covered, the submission lacks depth and detail in critical areas.	10	
	The bidder has not submitted a system design and architecture as required under the Terms of Reference. Consequently, no information has been provided regarding real-time monitoring, integration with operators, AML and responsible gambling features, reporting functionality, scalability, or backup and disaster recovery mechanisms.	0	
1.3.Cybersecurity and Data Protection The bidder shall submit a detailed cybersecurity and data protection framework fully aligned with the Terms of Reference. The submission clearly outlines security architecture, policies, and controls that safeguard the confidentiality, integrity, and availability of data. It demonstrates compliance with applicable laws and standards and includes: • Access Control • Data Protection • Cybersecurity Controls: • Incident Management • Data Privacy Compliance • Continuous Monitoring & Auditing • Business Continuity	The bidder has submitted a detailed cybersecurity and data protection framework fully aligned with the Terms of Reference. The submission clearly outlines security architecture, policies, and controls that safeguard the confidentiality, integrity, and availability of data. It demonstrates compliance with applicable laws and standards.	15	15
	The bidder has submitted a cybersecurity and data protection plan that addresses only some of the requirements of the Terms of Reference. While basic elements such as access control or general data protection measures are mentioned, the submission lacks depth in critical areas such as encryption standards, incident response, or continuous monitoring. References to compliance with data protection laws and cybersecurity standards are limited or insufficiently detailed.	7	

	The bidder has not submitted a cybersecurity and data protection framework as required under the Terms of Reference. No evidence has been provided regarding access control, data security, cybersecurity measures, incident management, compliance with data protection laws, or monitoring mechanisms.	0	
1.4.Project Implementation Plan The bidder shall submit a detailed and realistic project implementation plan that fully complies with the Terms of Reference. The plan includes a well-structured work plan supported by a clear Gantt chart showing activities, dependencies, timelines, and milestones. All key phases planning, system supply, testing, user training, and deployment are addressed in detail, with resource allocation, responsibilities, and deliverables clearly defined.	The bidder has submitted a detailed and realistic project implementation plan that fully complies with the Terms of Reference. The plan includes a well-structured work plan supported by a clear Gantt chart showing activities, dependencies, timelines, and milestones. All key phases planning, system supply, testing, user training, and deployment are addressed in detail, with resource allocation, responsibilities, and deliverables clearly defined.	10	10
	The bidder has submitted a project implementation plan, but it does not fully comply with the requirements of the Terms of Reference. While a work plan and timelines are provided, the submission lacks detail in one or more critical areas. The Gantt chart may be incomplete, overly simplistic, or missing key dependencies.	5	

	The bidder has not submitted a project implementation plan as required under the Terms of Reference. No detailed work plan, Gantt chart, or milestones have been provided, and there is no evidence of how the bidder intends to manage planning, development, testing, training, or deployment within the three-month implementation timeframe.	0	
Relevant Experience Evaluation			
Consulting Firm's relevant experience			
2.1. Company Experience in Central Electronic Monitoring Systems (CEMS) The bidder must demonstrate proven experience in the development, deployment, and maintenance of at least two (2) Central Electronic Monitoring Systems (CEMS) for gambling activities. Evidence Required: - Bidders must submit reference letters from previous clients confirming that such systems were successfully developed, deployed, and maintained. - Each reference letter must:	Evidence of four or more CEMS projects successfully developed, deployed, and maintained, with complete reference letters as specified.	20	20
	Evidence of three CEMS projects successfully developed, deployed, and maintained, with complete reference letters as specified.	15	
	Evidence of two CEMS projects successfully developed, deployed, and maintained, with complete reference letters as specified.	10	
	Evidence of less than two CEMS projects successfully developed, deployed, and maintained, with complete reference letters as specified.	0	

○ Be on the official letterhead of the client organization. ○ Provide a clear description of the project delivered. ○ Confirm the scope of work (development, deployment, and maintenance). ○ Include contactable references (name, position, telephone number, and/or email).	No relevant evidence provided, or evidence not related to Central Electronic Monitoring Systems.	0	
Academic Qualification and Professional Competence of Key Personnel			
3.1. Project Manager/ Team Leader Qualification The Project Manager must possess a minimum of a Bachelor's Degree at NQF Level 8 or equivalent in Information Technology, Engineering (Computer, Software, or Systems Engineering), or Project Management. Certified copies of qualifications must be submitted as evidence. In the case of foreign qualifications, bidders are required to provide verification letters from the Namibia Qualifications Authority (NQA) confirming equivalence.	Master's degree and Above	5	5
	Honours Degree	4	
	Degree	3	
	No Qualification or below Diploma	0	
3.2. System Architect Qualification The System architect must possess a minimum of a Bachelor's Degree at NQF Level 8 or equivalent in Information Technology, Engineering (Computer, Software, or Systems Engineering), or related field. Certified copies of qualifications must be submitted as evidence. In the case of foreign qualifications, bidders are required to provide verification letters from the Namibia Qualifications Authority (NQA) confirming equivalence.	Master's degree and Above	5	5
	Honours Degree	4	
	Degree	3	
	No Qualification or below Diploma	0	
3.3. Project Manager/ Team Leader Experience The Project Manager/Team Leader must demonstrate a minimum of five (5) years' relevant experience specifically related to the development, deployment,	7 and above years	5	5

and maintenance of Central Electronic Monitoring Systems (CEMS) for gambling activities. Evidence Requirements: • A detailed and signed Curriculum Vitae (CV) for each key personnel must be submitted. • Each CV must clearly outline: ◦ The specific projects worked on, including project scope, duration, and the role played by the individual. ◦ Relevant responsibilities and achievements in system development, deployment, and ongoing maintenance of CEMS. • Supporting documentation (such as reference letters or project confirmation letters from previous employers/clients) may be requested to validate the information provided.	6 Years	4	
	5 Years	3	
	Less than 5 years	0	
3.4. System Architect Experience The System Architect must demonstrate a minimum of five (3) years' relevant experience specifically related to the development, deployment, and maintenance of Central Electronic Monitoring Systems (CEMS) for gambling activities. Evidence Requirements: • A detailed and signed Curriculum Vitae (CV) for each key personnel must be submitted. • Each CV must clearly outline: ◦ The specific projects worked on, including project scope, duration, and the role played by the individual. ◦ Relevant responsibilities and achievements in system development, deployment, and ongoing maintenance of CEMS. • Supporting documentation (such as reference letters or project confirmation letters from previous employers/clients) may be requested to validate the information provided.	3 and above years	5	5
	2 Years	4	
	Less than 1 years	0	

Total score Technical		100
------------------------------	--	------------

In accordance with ITC 5.2, only bidders who achieve a minimum score of seventy-five percent (75%) in the Technical Evaluation shall be deemed responsive and shall qualify to proceed to the Presentations Evaluation stage. Bidders failing to meet this threshold will be deemed technically non-responsive, formally notified, and excluded from further consideration.

Phase 5: Presentations Evaluation

		Score	Maximum score
Presentation Evaluation (Cumulative scores)			
1.1. System Architecture & Functionality During the presentation, the bidder shall be required to demonstrate the proposed CEMS architecture and its functionality, specifically addressing the following: • The ability of the system to capture, store, and analyse gambling data in real time. • Availability and effectiveness of user-friendly dashboards for different stakeholders. • Robust reporting and compliance features, including regulatory reporting capabilities. • Evidence of system scalability, to accommodate future growth and evolving industry requirements. The demonstration must clearly show how the proposed solution will meet the Gambling Board of Namibia's operational, compliance, and monitoring objectives.	The ability of the system to capture, store, and analyse gambling data in real time.	10	25
	Availability and effectiveness of user-friendly dashboards for different stakeholders.	5	
	Robust reporting and compliance features, including regulatory reporting capabilities.	5	
	Evidence of system scalability, to accommodate future growth and evolving industry requirements.	5	

1.2. Cybersecurity & Data Protection During the presentation, the bidder shall be required to demonstrate the system's cybersecurity and data protection capabilities, specifically addressing the following: • Implementation of data encryption, both in transit and at rest. • Robust access control mechanisms to prevent unauthorized use. • Integrated intrusion detection and prevention systems (IDPS). • Established backup and recovery protocols to ensure business continuity. • Evidence of readiness for penetration testing and vulnerability assessments. The demonstration must clearly illustrate how the system will safeguard sensitive gambling data, ensure resilience against cyber threats, and maintain compliance with global best practices.	Implementation of data encryption, both in transit and at rest.	5	25
	Robust access control mechanisms to prevent unauthorized use.	5	
	Integrated intrusion detection and prevention systems (IDPS).	5	
	Established backup and recovery protocols to ensure business continuity.	5	
	Evidence of readiness for penetration testing and vulnerability assessments.	5	
1.3. Demonstration of key functionality During the presentation, the bidder shall provide a live or simulated demonstration of the system's core features, showcasing its ability to support monitoring, compliance, and responsible gambling. The demonstration must include, at minimum, the following: • Monitoring Dashboards: Real-time, user-friendly dashboards that display key gambling activity indicators and system performance metrics.	Monitoring Dashboards: Real-time, user-friendly dashboards that display key gambling activity indicators and system performance metrics.	10	25
	Reporting Tools: Automated and customizable reporting functions to support compliance, regulatory submissions, and management oversight.	5	

• Reporting Tools: Automated and customizable reporting functions to support compliance, regulatory submissions, and management oversight. • Alerts for Irregularities: Built-in alert mechanisms for unusual or suspicious gambling patterns, including customizable thresholds and escalation processes. • AML & Responsible Gambling Features: Functionalities that support Anti-Money Laundering (AML) compliance and responsible gambling measures, such as player protection controls and activity monitoring. The bidder must demonstrate how these features are seamlessly integrated into the system to ensure effective monitoring, regulatory compliance, and protection of players.	Alerts for Irregularities: Built-in alert mechanisms for unusual or suspicious gambling patterns, including customizable thresholds and escalation processes.	5	
	AML & Responsible Gambling Features: Functionalities that support Anti-Money Laundering (AML) compliance and responsible gambling measures, such as player protection controls and activity monitoring.	5	
1.5.Presentation Quality & Responsiveness During the presentation, the bidder shall be evaluated on the overall quality, professionalism, and responsiveness of their delivery. The following aspects must be demonstrated: • Clarity of Delivery: The ability to communicate ideas, system functionalities, and technical details in a clear, structured, and understandable manner. • Professionalism: The overall conduct, organization, and presentation skills of the team, including the use of appropriate visuals, structured flow, and adherence to professional standards. • Responsiveness to Questions: The ability to address queries from the Bid Evaluation Committee (BEC)	Clarity of Delivery: The ability to communicate ideas, system functionalities, and technical details in a clear, structured, and understandable manner.	5	25
	Professionalism: The overall conduct, organization, and presentation skills of the team, including the use of appropriate visuals, structured flow, and adherence to professional standards.	5	
	Responsiveness to Questions: The ability to address queries from the Bid Evaluation Committee (BEC) accurately, comprehensively, and with practical examples where necessary.	5	

accurately, comprehensively, and with practical examples where necessary. • Depth of Understanding: Evidence that the bidder has a strong grasp of the assignment requirements, risks, and objectives, as reflected in their explanations and answers. • Alignment with the TOR: Demonstration that the proposed solutions and explanations are consistent with the Terms of Reference and the functional requirements of the CEMS. The bidder must ensure that their presentation not only showcases the proposed system but also reflects their team's competence, preparedness, and understanding of the project's regulatory and technical context.	Depth of Understanding: Evidence that the bidder has a strong grasp of the assignment requirements, risks, and objectives, as reflected in their explanations and answers.	5	
	Alignment with the TOR: Demonstration that the proposed solutions and explanations are consistent with the Terms of Reference and the functional requirements of the CEMS.	5	
Total score Technical			100

In accordance with ITC 5.2, only bidders who obtain a minimum score of seventy-five percent (75%) at the Presentations Evaluation stage shall be deemed responsive and shall qualify for further consideration. Bidders who fail to achieve this threshold will be declared non-responsive, formally notified, and shall not proceed to the Financial Evaluation phase.

Phase 6: Financial Evaluation

The Financial Proposals of all qualifying consultants shall be opened in accordance with the procedure set out in ITC 5.4. Each proposal will be reviewed for completeness and checked for any arithmetic errors, which will be corrected in line with the Instructions to Consultants.

Financial Proposals shall be assessed for:

- Compliance with the Financial Proposal requirements;
- Completeness and clarity of cost breakdowns;

- Arithmetical accuracy and internal consistency; and
- Cost realism, sustainability, and value for money.

Financial Proposals that are conditional, incomplete, or contain material deviations may be rejected where, even after clarification is sought, they cannot be objectively compared with other fully compliant Financial Proposals. The Gambling Board of Namibia (GBN) shall be under no obligation to seek clarification and may disqualify a Bidder whose Financial Proposal does not comply with the requirements stipulated in ITB Clause 3.6 of the Bidding Data Sheet (BDS).

The financial evaluation will then be carried out using the following formula:

$$Sf = 100 \times \frac{Fm}{F}$$

where:

Sf = Financial Score

Fm = Lowest Financial Proposal

F = Financial Proposal under consideration.

Phase 7: Margin of Preference Evaluation

Bidders will be evaluated for Margin of Preference in accordance with the provisions of the Code of Good Practice on Preference. The purpose of this phase is to give effect to National Preference by promoting Namibian ownership and ensuring the utilization of Namibian key personnel.

The Margin of Preference will be calculated using the following formula:

$$Mp = \frac{(P \times M)}{100}$$

Where:

- **Mp** = Margin of Preference points allocated
- **P** = Base score allocated for preference evaluation
- **M** = Percentage preference entitlement of the bidder, as defined in the Code of Good Practice on Preference

Margin of Preference Score

CONSULTANCY SERVICES	
Namibian Shareholding	3%
Service rendered by Namibian team leader	4%
Service rendered by Namibian employees	3%
Total	10%

Bidders are required to provide verifiable documentary evidence to support their claims for National Preference. Acceptable evidence includes, but is not limited to:

- Company registration documents
- Shareholding certificates
- Organogram showing the structure of key personnel
- Proof of Namibian citizenship of key personnel
- Any other supporting documentation as prescribed

Failure to submit adequate and verifiable documentation will result in no preference points being awarded under this phase.

The bid price will be discounted with the total preference score for evaluation purposes to determine the final score.

Phase 8: Final Evaluation (Technical & Financial Evaluation)

In accordance with the Quality and Cost-Based Selection (QCBS) method, the final ranking of bidders will be determined by combining the Total Technical Score and the Financial Score. The Total Technical Score, calculated as the average of the Technical Evaluation and the Presentation Evaluation, will carry a weight of 70%, while the Financial Score will account for 30%. The bidder achieving the highest combined score will be recommended for award.

Formula:

$$\text{Final Score (FS)} = (TTS \times 0.70) + (FS_c \times 0.30)$$

Where:

- TTS = Total Technical Score (average of Technical and Presentation evaluations)
- FSc = Financial Score

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

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Form TECH-1: Technical Proposal Submission Form

Date:

To: [Name and address of Client]

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.5 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

² [Delete in case no association is foreseen.]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (around two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use around 20 pages.]

Assignment name:	Approx. value of the contract (in current Namibia Dollars equivalent):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current (in current Namibia Dollars equivalent):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activities you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Form TECH-5: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position *[only one candidate shall be nominated for each position]:* _____

2. Name of Firm *[Insert name of firm proposing the staff]:* _____

3. Name of Staff *[Insert full name]:* _____

4. Date of Birth: _____ **Nationality:** _____

5. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. Membership of Professional Associations: _____

7. Other Training *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]:* _____

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
---	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member or authorized representative of the staff]

Date: _____
Day/Month/Year

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1		[Home]															
		[Field]															
2																	
3																	
n																	
										Subtotal							
Local																	
1		[Home]															
		[Field]															
2																	
n																	
										Subtotal							
										Total							

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

Form TECH-8 Work Schedule

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

*Appendix to Bid Submission Form***BID SECURING DECLARATION****(Section 45 of Act)****(Regulation 37(1)(b) and 37(5))****Date:****Procurement Ref No.:****To:**

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

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

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

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

Signed:

[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***



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 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

Form FIN-1: Financial Proposal Submission Form	65
Form FIN-2: Summary of Costs	66
Form FIN-3: Breakdown of Costs by Activity ¹	67
Form FIN-4: Breakdown of Remuneration ¹ (Lump-Sum)	67
Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)	69
Appendix: Financial Negotiations - Breakdown of Remuneration Rates	Error! Bookmark not defined.

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes (applicable only to consultants other than Namibian nationals), which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount in Namibia Dollars	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

Form FIN-2: Summary of Costs

<i>Item</i>	Costs
	<i>[Indicate Namibian Dollars]</i>
(b) Total Costs of Financial Proposal ¹	

- 1 Indicate the total costs, net of local taxes, to be paid by the Client in each Namibia Dollars. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

Group of Activities (Phase):² 	Description:³ 			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 1]⁴</i>	<i>[Indicate Foreign Currency # 2]⁴</i>	<i>[Indicate Foreign Currency # 3]⁴</i>	<i>[Indicate Namibian Dollars]</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Use the same columns and currency of Form FIN-2.
- 5 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration¹ (Lump-Sum)

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home] [Field]
Local Staff		
		[Home] [Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work..

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the Client's personnel ⁴		

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost in Namibia Dollars.

3 Indicate route of each flight, and if the trip is one- or two-ways.

4 Only if the training is a major component of the assignment, defined as such in the TOR.

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Section 5. Terms of Reference

DEVELOPMENT, DEPLOYMENT AND MAINTENANCE OF THE CENTRAL ELECTRONIC MONITORING SYSTEM FOR ALL GAMBLING ACTIVITIES IN NAMIBIA

1. INTRODUCTION

The Gambling Board of Namibia ("*the Board*") must invite qualified service providers to submit proposals for the design, customisation, implementation, and maintenance of a comprehensive Central Electronic Monitoring System ("*CEMS*"). This system will modernize the Board's regulatory functions through a remote, online and real-time electronic monitoring system which records and reports gambling activities and transactions of all licensed gambling operations.

The introduction and application of the Central Electronic Monitoring System is provided for under the powers and functions of the Gambling Board of Namibia in the Gaming and Entertainment Control Act and specifically under section 90 of the same Act. The CEMS is introduced to amongst others administer and to give effect to various related provisions of the Act and the Regulations to promote general compliance with the laws of the country.

The elements to be covered by the operation of the CEMS are critical to promote general compliance of gaming and gaming activities, collection of data which will assist the Board monitor gambling machines, gambling activities, or any devices associated with gambling activities and determine accurate and complete levies to be paid by licensed gaming establishments.

These Terms of Reference are intended to support solicitation of an Expression of Interest or a Request for Proposals to introduce a Central Electronic Monitoring System to gambling industry of Namibia.

2. OBJECTIVES

The Gambling Board is mandated to regulate all gambling activities in Namibia in terms Gaming and Entertainment Control Act of 2018. The core functions of the Board amongst others, include the followings:

- 2.1 administering, monitoring and overseeding compliance, receipt, investigation, processing and determining applications for licences;
- 2.2 maintaining registers for restricted persons, gambling machines, gambling activities, or any devices associated and license holders;
- 2.3 keep and maintain a central electronic monitoring system which is capable of:
 - 2.3.1 detecting and monitoring significant events related to gambling machines, gambling activities, or any devices associated with the gambling made available in Namibia;
 - 2.3.2 collection, analysing and reporting data in accordance with the prescribed requirements and in conformity with the standards determined in respect of such system in terms of the Standards Act, 2005 (Act No. 18 of 2005) or prescribed by the Minister on its frequency and nature of the reports to be produced by the Board in respect of operation of such system or other matters related to the functioning of the Central Electronic Monitoring System.
 - 2.3.3 monitoring regulatory compliance of online gambling activities, cross-border transactions and detection of illegal and illicit gambling activities, including money laundering.
 - 2.3.4 register information, documents and data required in terms of the Act for purposes of regulation of gaming and gaming activities in Namibia.
 - 2.3.5 The Minister may prescribe standards for the operation of the Central Electronic Monitoring System; the collection and analysis of specific

data through the system, or connection of the CEMS to gambling machines, gambling activities, or any device associated gambling.

- 2.4 The CEMS must be tested by a reputable test laboratory authorised by the Board to be capable of operating in accordance with the prescriptions contained in the published technical standards.
- 2.5 The technical standards for testing the CEMS must conform to international technical standards for central monitoring systems for gambling machines, gambling activities, or any devices associated with gambling activities operating outside the usual casino environment.

3. TECHNICAL REQUIREMENTS

- 3.1 Section 90 provides that the Board must establish and maintain a Central Electronic Monitoring System capable of detecting and monitoring significant events associated with the operation of a gambling machine, gambling activities, or any device associated with a gambling that is made available for play in Namibia.
- 3.2 The Central Monitoring System must have the capacity to analyse and report data in accordance with the prescribed technical format and requirements.
- 3.3 The Minister may prescribe standards for the operation of the Central Electronic Monitoring System in respect of the connection of gambling machines to the CEMS, the collection and analysis of data, the frequency and nature of reports to be generated by the Board in respect of the operation of this system or other matters related to the functioning of a central electronic monitoring system.
- 3.4 It is therefore important for the Board to ensure that all gambling machines, gambling activities, or any device associated gambling in Namibia are electronically linked to the Central Electronic Monitoring System and the

- licence holder must pay to the Board or to the contracted entity the installation and the costs in relation to the gambling machine.
- 3.5 The Board must also ensure that the Central Electronic Monitoring System allows a licence holder of each gambling machine, or any device associated with gambling is linked to the system access to prescribed data on the system that originated from that gambling machine.
- 3.6 The Board currently manages these processes through largely manual systems, creating inefficiencies and limiting the Gambling Board from effectiveness in fulfilling its regulatory mandate. The prescribed Central Electronic Monitoring System is sought to promote effective and efficient regulation of gambling machines, gambling activities, or any device associated with gambling in Namibia in terms of the Act and the supporting Gambling Regulations.
- 3.7 Therefore, the Central Electronic Monitoring System should be connected to each, and every gambling machines or any device closely used to conduct a gambling activity in the country, including Casinos, Gambling Houses, Shebeens, Bars and Betting operations or any other form or type of gambling approved by the Minister from time to time.
- 3.8 The Board must electronically link all gambling machines, gambling activity or any device associated with gambling to the Central Electronic Monitoring System to detect and monitor significant events associated with the operation of any gambling machines or any device made available to conduct gambling in the Republic to analyse and report data in accordance with the prescribed requirements.
- 3.9 The Board may contract with any person to supply any or all of the products or services required to fulfil its obligations in respect of provision of the Central Electronic Monitoring System, however, such a person must not be a person who, or firm that may be disqualified in terms of sections 42 and 43 of the Gaming and Entertainment Control Act, 2018.

- 3.10 The technical standards to be published must define the operation of the Central Electronic Monitoring System to connect to gambling machines, collection and analysis of data and report such in a format and frequency to be determined by the Board.
- 3.11 The licence holder operating gambling machines, gambling activities, or any device associated with gambling in the Republic must pay to the Board or to the person contracted by the Board installation and connection costs of a gambling machine/s to the CEMS.
- 3.12 Every approved gambling machine, gambling activity, or any device associated with gambling conducted or operated in the country must be tested and certified to be electronically linked or connected to the CEMS and the licensees of such gambling machines, gambling activities, or any device associated with gambling must pay the prescribed monitoring fees in relation to the operation of each such gambling machine at a rate to be determined by the Board.
- 3.13 The CEMS must allow the Board access to all data on the system that originated from each gambling machine, gambling activity or any device associated with gambling and licensed premises without any direct or indirect cost to the Board.
- 3.14 The Minister may by regulation exempt a gambling machine or categories of gambling machines, gambling activities, or any device associated with gambling from the requirement to be linked to the Central Electronic Monitoring System.

4. KEY ELEMENTS OF THE SYSTEM DESIGN

The Central Electronic Monitoring System must comply with the general requirements for collection of data for effective and efficient monitoring and control of

gambling activities in Namibia and must be designed to amongst other address the elements mentioned below:

Regulatory Compliance:	Licensing, Registration and Enforcement
Transactions Recording:	Transaction Monitoring and Reporting, Reconciliation and Auditing.
Business Compliance:	Technology compliance with the industry specific Technical Standards and certification requirements.
Unlicensed and illicit practices:	Illegal Gambling, Money laundering and other unscrupulous practices.
Information Security:	Adequate storage and protection of information.
Reporting:	Ensure accurate, on-line and real-time information and statistics.

4.1 Regulatory Requirements

No.	Requirements	Description
4.1.1	Licensee Entitles	The System should provide all functionalities for management of all Licensee data (License Data, Issued and validity of Licenses, Service Providers, Gaming Support providers, Game Types, Games and any other software used directly or indirectly with the operation of gambling machines). The CEMS must also be capable of recording and tracking all updates on each Licensee's profile interfaced with the internal licensing systems and processes of the Board.
4.1.2	Collection and retention of transactional data	The System should execute all procedures regarding transactions' data (financial, game, login, registration) collection and retention for Licensee, Service Providers, Gaming Support providers, Games, Game Types and Player that participates in online games of chance via internet by Regulator.
4.1.3	Player Authorization - registration	The System should fully support all procedures concerning to the Player Authorization at registration according Regulator regulation rules (for example age.)

4.1.4	Player Authorization - location verification	The System should fully support all procedures in respect of Player Location Verification at login according to the requirements of the Board rules.
4.1.5	Anti-money Laundering	The CEMS should fully support all procedures to monitor that online games are not used as means of committing offences in terms of the Gaming and Entertainment Control Act or used as part schemes to circumvent anti money-laundering laws.
4.1.6	Regulatory reporting	The CEMS must provide a user-friendly reporting sub-system to cover the legal obligations of the Board for generation of detailed and aggregated reports (scheduled or ad-hoc). Data for all Licences in reporting to or on the sub-system must be available at the same time, with the same or similar process, and in the same format and at the same level of detail.
No.	Requirements	Description
4.1.7	Techniques for the prevention and identification of illegal behaviours and trends.	The System should possess an automated mechanism for analysing suspicious/illegal behaviours and trends (fraud analytics mechanism) at Licensee, Service Providers, Gaming Support providers, Game, Game Type, Player level etc.

4.2 General Mandatory Requirements

Requirements	Description
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4.2.1 Data retention	The system should be able to process and archive aggregated data of any category for at least 5 years, regardless of the growth of these from any extensions or interconnections with third party systems, maintaining the performance levels and response requirements specified in this. There should be: a) A primary online database with transactional data. b) A data warehouse database for business intelligence and reporting purposes. c) An optional archive on offline media that contains the data since the start of the business.
4.2.2 Authorized User Access Management	The system should provide support for distinct user roles at an organizational unit level (e.g. Board, individual organizational units of system operator, license holder manager, third parties if required, etc.) with authorization at a different level of functionality.
4.2.3 License Holder Integration	The system should support the integration of all gambling machines at all venues by making use of open standards and architecture. The provider of the CEMS is responsible for the design, implementation and maintenance of the appropriate interfaces, which will ensure a smooth integration between the CEMS and gambling machines, gambling activities, or any device associated with gambling (in co-operation with the corresponding technology and manufacturers) to ensure proper and continuous communication and exchange of data between them.
Requirements	Description
License Holder Integration cont.....	In order to minimize the risk and simplify the effort of integration, the CEMS provider will specify: - a single interface to the License Holder and gambling machines (direct connection based on the G2S protocol).

	All License Holders should comply with above interface within a specified period.
4.2.4 Minimum number of gambling machines to be supported.	The system must have the ability to monitor at least 100,000 gambling machines, various gambling platforms, including devices associated with gambling and their related transactions originating conducted and operated throughout the territory (including urban, semi-urban, industrial and rural sites).
4.2.5 Gambling Machine Tracking	They system should have an asset register of all gambling machines and associated devices with serial numbers and licensing information (inventory management) with the capability to track their movement store history of their movement. The system should link each gambling machine, gambling activity, or device associated with gambling with the name of the registered owner, license number, and/or any person leasing gambling machines or any device associated with gambling.
4.2.6 Communication Protocols	The system must communicate with gambling machines, gambling activities, or any device associated with gambling on open protocols recognized by the published technical standards. Specifically, for gambling machines directly connected to the system, the GSA G2S protocol will be required. SAS Protocol will be required exclusively for casinos and Bingo operations or any such form or type of gambling so prescribed by the Minister.

4.3 Operational Requirements

No.	Requirement	Description
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4.3.1	Collecting data - monitoring and events management	The System must provide a mechanism for monitoring of collection of data sent by Licensee. It must provide, through a dedicated monitor, a real time online status of collected and processed data, real-time notification of significant events (e.g. missing data, duplicated data, corrupted data, not valid data). An authorized user should be able to access the CEMS monitor and respond to alerts/notifications. Any graphical depiction used must be in an easily readable manner i.e. colour codes for different Licensee data collection status.
	Collecting data – monitoring and events management cont.....	Significant events (e.g. missing data, processing errors), alert / notification types (e.g. alarms, acknowledgements, etc). The system must be able to log data related to designated significant events and generate relevant reports.
4.3.2	Reporting System	All collected data must be transformed and loaded into reporting system in real time and prepared for efficient reporting. The extract, transform and load (ETL) process must be successfully completed the latest at the start of the next business day. All generated reports must be accessible by a thin client (web browser) and can be exported in several formats such as MS Excel and Word, PDF, txt, csv, etc. to translate to internal reporting platforms.
4.3.3	Financial Reports	The System must provide reports, dashboard and alerts to cover following processes - Monitoring collection of data process (to support elements of requirement 4.1). - Verifications - o Reports which help Inspectors of the Board (Inspectors) to monitor and inspect the licensee's IGP system. - o Alerts/ Reports that help Inspectors to detect analysing suspicious / illegal behaviours.

No.	Requirement	Description
	Financial Reports cont.....	- Tax calculation - o Reports for monthly calculation of tax by Licensee. - o Alerts/Events/Reports for non-Authorized players by Licensee to detect analysing suspicious/ illegal behaviours. - Player Authorization - o Send Alerts for non-Authorized players (age) - o Monthly, Weekly, Daily reports for non-Authorized players by Licensee - o Trend reports for non-Authorized players by Licensee - Anti-money laundering (AML) - o Send Alerts for "Suspicious Transaction" - o Monthly, Weekly, Daily reports for AML "Suspicious Transaction" - o AML trend reports.
4.3.4	Archiving	Reported data in original format should be accessible in case of disputes with Licensee.
4.3.5	Data Centre	Supplier must provide the most recent/current network-based data storage platform and operating systems for both the primary and main backup data centres.

4.4 Sustainability and Reliability Requirements

Requirements	Description
4.4.1 Availability	The system should cover the minimum required availability level of 95% and this will be measured on a monthly basis. The service availability of a system quantifies the frequency of failures / incidents that affect its normal operation thus the

	availability as a function of the mean time between failures and fault recovery time. The percentage of service availability of a system is defined as the ratio of the difference between total hours of service (total service hours) and of total hours of service interruption (total outage time), to total hours of service (total service hours).
Requirements	Description
Availability cont.....	The off hours may be otherwise agreed between the System Provider and the Board in advance, and the downtime will be deducted from the total hours of service with appropriate remedial action and sanctions, if applicable.
4.4.2 System security	The system must be operated according to best international norms, standards and practices to ensure the confidentiality, integrity and availability of data and the overall reputation of Board, License holder and any other related parties. More specifically, the levels of security and transparency should conform to internationally established standards and relevant regulatory frameworks in the gambling industry.
4.4.3 System security	The system should support data encryption or provide equivalent provision to secure data moving all over network links, either by internal means or supported by third party security tools.
4.4.4 Access rights management	The system should provide support for distinct user roles and privileges at different unit levels (e.g. regulator, individual organizational units of system operator, venue manager, third parties if required, etc.).
4.4.5 Log files	The system must create and maintain an audit trail / event log which imprints the time, date, terminal, user that accomplished the change but also the state before and after the change of critical data (e.g. financial).

	Access to this log should be for authorized users only in an easy, quick and understandable manner.
	The system must support a transaction log. Access to this log should be for authorized users only in an easy, quick and understandable manner.
	The system and all its offered applications must contain an error log across all system levels/components (e.g. system, application, POS Terminal, gambling machines, gambling activities, or any device associated, specific peripheral device, etc.) with fields which at least will include timestamp, user, error code, description, venue, gambling machine (including peripherals).
Requirements	Description
4.4.6 Events management	The system must have an events management sub-system which will assist in the easy searching of historical and non-historical records, reporting and the timely and notification of significant system events (e.g. a server is down, database storage or memory usage reaching critical limits, etc.).
4.4.7 System monitoring	The system must be accompanied by monitoring tools that will provide secure remote monitoring of the equipment used by the system as well as its modules (e.g. server availability, memory, disk space, network services etc.). Monitoring tools must provide status of all the components of the system. The depiction should be designed to be as easily readable as possible (e.g. colour codes for different states and legislation, regional gambling regulators and manufacturers and suppliers of gambling machines, etc.). Monitoring tools must provide the ability of logging data related to the functioning/non-functioning of the components of the system and of generating reports relevant to the functioning/non-functioning components of the system.
4.4.8 User interface	The system must support English user interface for back-end users and application/system administrators. At the venue level, the POS Terminal and gambling machines, gambling activities, or any device associated with gambling installed should have support for English language.

4.4.9 Data backup and recovery	The system must have a standardized mechanism for data backup and recovery that could allow for automated daily and ad-hoc back-ups as well as for archiving of deleted data in compliance with industry standards and the archiving laws of Namibia.
4.4.10 Scalability	The system must have the ability to be scaled, by adding the appropriate hardware, in order to be able to support the management of more players/venues /gambling machines, gambling activities, or any device associated gambling / games maintaining performance and response levels specified herein.
4.4.11 Time synchronization	The system should provide flexible support for time changes as it relates to daylight saving time (DST) adjustments.
Requirements	Description
4.4.12 Data confidentiality	In case data is required to be derived from the production environment (e.g. mass production data through a cloning process) which is treated as test data then data should be properly formed / scrambled so that the original data cannot be derived from the scrambled data e.g. the actual player's name associated with a specific player card ID is replaced by another player name or a dummy player name.

4.5 Regulatory Related Solutions

Requirements	Description
4.5.1 Venue level functionalities	All system functionalities provided at venue level (such as all procedures concerning the personal player card and the financial clearance and reconciliation) must be available through the POS Terminal.

4.5.2 Collection and Retention of metering data	The system must collect, store and process for accounting and reporting purposes the following gambling machine, gambling activity, or any device associated gambling meters (as example): • Total amount wagered • Total amount won • Number of games played • Number of games won • Total amount in (coins, bills, vouchers, cashless) • Total amount out (coins, bills, vouchers, cashless, hand-pay) • Total amount paid out for Jackpots • Total amount paid out for Bonuses • Amount accepted through notes • Number of accepted notes • Amount accepted through coins • Amount of transferred funds to Gambling machines through accepted vouchers (in) • Number of vouchers in transferees • Amount transferred to gambling machines from wagering accounts (in) • Number of wagering accounts in transfers • Amount paid through coins • Amount of transferred funds from gambling machines through issued vouchers (out) • Number of vouchers out transferees • Amount of transferred funds from gambling machines to wagering accounts (out) • Number of wagering accounts out transfers
Requirements	Description
Collection and Retention of metering data cont.....	• Amount paid funds through hand-pay • Number of hand-pays completed • Number of times the cabinet area was accessed; • Number of times the logic area was accessed; • Number of times the cash door was accessed; • Amount of current credits at gambling machine (by credit type)
4.5.3 Collection and retention of per game metering data	The system must collect, store and process for accounting and reporting following gambling machine, gambling activity, or any device associated with gambling, meters per each available game (as example): • Total amount wagered • Total amount won

	• Number of games played
4.5.4 Collection of significant events	The system must collect, store and process for accounting and reporting following gambling machines, gambling activities, or any device associated gambling events with time stamps (as example): • Gambling machine powered on/off • Cabinet door opened • Logic door open • Gambling machine configuration changed • Operator entered audit menu • Cashbox door open • Stacker removed • Note acceptor stacker full • Note acceptor jam • Note acceptor malfunction • Coin acceptor jam • Coin acceptor malfunction • Hopper extra coin paid • Hopper empty • Hopper jam • Hopper malfunction
4.5.5 Collection and retention of transaction data.	The system should support procedures regarding transactions' data collection and retention (including the accounting and financial monitoring) for every venue and gambling machine, gambling activities, or any device associated gambling.
Requirements	Description
4.5.6 Disabling gambling machines, gambling activity, or any device associated with gambling.	Ability to disable gambling machines if data is not collected for a pre-specified number of hours. Automatic disabling of a gambling machine in the case of predetermined critical event.

5. SCOPE DEFINITION

The assignment should be undertaken in three major phases, as described below:

Phase 1: Planning and Initiation

Assess information and data needs for the CEMS deployment plan to inform the design of the Central Electronic Monitoring System. This will cover programmatic, finance/administration and business development and model considerations.

Phase 2: System development

This will involve development of the system prototype and presenting it to Board for validation. The supplier will be required to incorporate the feedback from the validation into the final system. The supplier will provide regular updates on the progress of the assignment virtually through appropriate online communication software. This will enable the Board to receive real time feedback on the progress assignment. Working with the staff of the Board, the review results framework and guide on appropriate custom indicators and targets for the strategic objectives of the organization will be presented to the Board. These will inform the data/ information needs of the system and common understanding between the supplier and the Board.

Phase 3: Deployment, system user training, reporting and closeout

The suppliers will install the developed system including the hardware and software components with the premises of licence holders and the Board. The supplier will provide system setup, software diagrams and passwords to the Board, where applicable. At this phase, the Board will require the supplier to provide 30 working days of the testing period for the system and three (3) months of full roll-out of the CEMS to all license holders and related parties.

6. TIME FRAME

The assignment is expected to be executed from 1 February 2027 to July 2027, including testing and operationalization.

7. TERM OF THE ASSIGNMENT

The Supplier and provider of the Central Electronic Monitoring System will be appointed for a period of ten (10) years, which is renewal for another period of ten (10) based on the performance results and generally the reliability, accuracy and availability of the system.

8. DELIVERABLES OF THE ASSIGNMENT

The deliverables for this system will be as defined under the earlier defined phases of these TORs. For each phase of the assignment, the specific deliverables are outlined below:

Phase 1:

Initiation and planning • A report of the Gambling Board of Namibia's information and operation needs that is reviewed and approved by the Board.

Phase 2:

Systems development and System prototype

- Systems setup incorporating feedback from the Board, Test laboratories, License holders and Manufacturers and Suppliers of gambling machines, gambling activities, or any device associated with gambling.

Phase 3:

- Deployment, System user training, reporting and Closeout
- Schematic presentation of each module in one central development environment, including front and back-end documentation.
- Passwords provided to relevant User
- User guides, manuals and any other reference materials for the system.
- Training of the staff of the Board and License holders on how to use the system including maintenance, access and privilege controls.
- Staff of the Board and License holders oriented on the user guides and manuals and the whole system.
- Final report of the assignment, clearly highlighting the tasks undertaken under the different phases of the assignment.
- Systems maintenance, management, data backup, security control, system upgrade and other technical support that will be offered by the supplier.
- Describe potential risks for the system and mitigation measures.
- The challenges experienced in undertaking the assignment and how they were addressed. The Board will be provided with a copy of the Management Information System, and the Supplier will maintain the Management Information System, support the upgrades as necessary, including providing troubleshooting services. This will include modifying the existing components of the management systems and their reporting modules. This service will be required on an on-going basis for the term of the contract after installation of the system, every time the flaws are detected.



Section 6: Contract for Consulting Services

The sample contract provided herein, together with the Terms of Reference (TOR), shall form the basis of the final agreement to be entered into between the Client and the successful bidder. The final contract shall incorporate, without limitation:

- The bidder's Technical Proposal, including all commitments made therein.
- The bidder's proposed System Functionality and related specifications.
- The bidder's proposed Key Personnel, their qualifications, and experience as submitted; and
- Any other documents, clarifications, or commitments submitted by the bidder during the bidding process and formally accepted by the Client.

All such documents, taken collectively, shall be binding and enforceable as part of the contract.

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*¹.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
2. **Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

¹ Avoid use of "P.O. Box" address

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below²:

Payment shall be made in accordance with the payment milestones and fee structure set out below.

1. **Supply, Deployment and Training**
Payments for the supply, deployment, and training of the Central Electronic Monitoring System shall be made against the successful completion of the milestones as outlined in the Terms of Reference (TOR) and upon certification of the corresponding deliverables by the Client.
2. **Annual Licensing Fee**
The annual licensing fee shall be payable in advance on each anniversary of the licence, subject to continued compliance with the contractual terms and conditions.
3. **Monitoring Fees**
Monitoring fees shall be payable on a monthly basis, in accordance with the approved fee schedule and upon submission of valid invoices.

C. Payment Conditions

Payment shall be made in Namibia Dollars, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account:

.....

² Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

- 4. Project Administration**
- A. Coordinator.
- The Client designates Ms. Raissa Beukes as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.
- B. Reports.
- The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.
- 5. Performance Standards**
- The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Inspections and Auditing**
- The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client (including without limitation s determination of ineligibility) in accordance with prevailing sanctions procedures.
- 7. Confidentiality**
- The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material**
- Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software³.
- 9. Consultant Not to be Engaged in Certain Activities**
- The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

- from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Namibia, and the language of the Contract shall be *English*.
- 13. Dispute Resolution⁴** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Namibia.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
 - (b) If the Consultant becomes insolvent or bankrupt;
 - (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
 - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

⁴ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

LIST OF ANNEXES

Annex A: 1. Terms of Reference and Scope of Services and
Annex A: 2. Forecast CEMS Figures

Annex B: Consultant's Personnel and corresponding unit rates

Annex C: Consultant's Reporting Obligations