



REPUBLIC OF NAMIBIA

MINISTRY OF JUSTICE AND LABOUR RELATIONS

Request for Proposals

For the

**THE PROVISION OF CONSULTANCY SERVICES FOR
THE DEVELOPMENT OF THE NEW NAMIBIA
INTEGRATED EMPLOYMENT INFORMATION SYSTEM
(NIEIS) FOR MINISTRY OF JUSTICE AND LABOUR
RELATIONS**

Procurement Reference No: SC/RP/14-02/2025

Issued on: 20 OCTOBER 2025

Closing Date: 28 November 2025, Time: 11:00AM

**NB!! BIDDER/S MUST INITIAL EACH PAGE OF THIS DOCUMENT AND
SUBMIT IT TOGETHER WITH THE PROPOSALS**

Company Name: -----

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Section 1. Letter of Invitation

Procurement Reference N°: **SC/RP/14-02/2025**

Date: 20 October 2025

Dear Sir/Madam

1. The Ministry of Justice hereby invites you to submit your technical and financial proposals to provide the following consulting services:

- ***DEVELOPMENT OF THE NEW NAMIBIA INTEGRATED EMPLOYMENT INFORMATION SYSTEM (NIEIS) FOR MINISTRY OF JUSTICE AND LABOUR RELATIONS***

More details on the required services are provided in the Terms of Reference.

2. A firm/consultant will be selected under the Quality and Cost Based Selection method and procedures described in this RFP, in accordance with the policies and procedures outlined in the Public Procurement Act of the Republic of Namibia.
3. The RFP includes the following documents:

Section 1 – Letter of Invitation

Section 2 - Instruction to Consultant/s and including Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 – Financial Proposal - Standard Forms

Section 5- Standard Form of Contract

LIST OF ANNEXES

Annex A: Terms of Reference

Annex B: Requirements Specification

Annex C: Functional & non-functional requirements

Yours sincerely,



Ms. Ester Kamati

Head of Procurement Management Unit



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Instructions to Consultants

*[This section 'Instructions to Consultants' shall not be modified. Any necessary changes acceptable to the Public Entity to address any specific project issues, shall be introduced only through the **Data Sheet** (e.g., by adding new reference paragraphs)]*

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

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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.

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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

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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

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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

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.

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

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

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(b) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission 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

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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.

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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

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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

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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 an original 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;

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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)).

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- (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

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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

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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** *[insert the time and date of the submission deadline indicated in the **Data Sheet**]*”. 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

- 5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of _____ Initial

Proposals

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.

_____ Initial

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.

Financial

- 6.3 If applicable, it is the responsibility of the Consultant, before

_____ Initial

negotiations

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

_____ Initial

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

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.

_____ Initial

Instructions to Consultants – Data Sheet

1. Paragraph Reference	
1.1	Name of the Client: <u>The Ministry of Justice and Labour Relations</u> Method of selection: <u>Quality and Cost Based Selection (QCBS)</u> The technical quality of the proposal, the relevant experience of the supplier, the expertise of his/her key staff members, the proposed work methodology, as well as the price of the proposal
1.2	Financial Proposal to be submitted together with Technical Proposal: The Bidders should submit a Technical Proposal as well as a Financial Proposal in separate sealed Envelopes. Name of the assignment is: CONSULTANCY SERVICES FOR THE DEVELOPMENT OF THE NEW NAMIBIA INTEGRATED EMPLOYMENT INFORMATION SYSTEM (NIEIS) FOR MINISTRY OF JUSTICE AND LABOUR RELATIONS The consultant must submit the original and one copy for each Proposal: Technical and Financial Proposal.
1.3	A pre-proposal conference will be held: Not Applicable
1.4	The Client will provide the following inputs and facilities: The inputs and facilities provided by the Client shall be agreed with the Consultant in the Contract.
1.6.1	The Client envisages the need for continuity for downstream work: N/A
1.14	Proposals must remain valid for 180 working days (one hundred and eighty) working days after the submission.

_____ Initial

2.1	Clarifications may be requested not later than fifteen (15) days before the submission date. The address for requesting clarifications is Ministry of Justice and Labour Relations, 32 Mercedes Street, Khomasdal Windhoek, Namibia. Email: Ester.Kamati@mojlr.gov.na or Johannes.Akawa@mojlr.gov.na all clarification should be in writing.
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: No
3.3 (b)	The estimated number of professional staff-month required for the assignment is: Not Applicable
3.4	The format of the Technical Proposal to be submitted is: FTP (full technical proposal). Please refer Terms of Reference for full mandatory requirements
3.4 (h)	Bid security <u>shall</u> be required.
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes
3.8	Consultant to state local cost in the national currency (N\$): Yes
4.3	The consultant must submit the <u>original</u> and <u>one copy</u> of the Technical Proposal and <u>original</u> and <u>one copy</u> of the Financial Proposal in separate sealed envelopes.
4.5	The Proposal submission address is Ministry of Justice and Labour Relations, 32 Mercedes Street, Khomasdal Windhoek, Namibia. Proposals must be submitted not later than the following date and time : <u>28 November 2025 on or before 11H00 AM</u>
5.2 (a)	N/A

_____ Initial

5.2 (b)	Criteria, sub criteria, and point system for the evaluation of Full Technical Proposals are: Refer to: Terms of Reference for evaluation criteria. The minimum technical score St required to pass is: 70 Points
6.1	Expected date and address for contract negotiations: To be agreed between the Client and Consultant. Bidders are advised that any clauses of the standard contract that should be discussed, negotiated or are not agreed with by the Bidders must be raised in the Bidders' proposals. No negotiations will take place on any terms and conditions not raised in the bid.
7.5	Expected date for commencement of consulting services: To be agreed between Client and Consultant at signing of contract.

_____ Initial

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted 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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A - Consultant's Organization	27
B - Consultant's Experience	28
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client	29
A - On the Terms of Reference	29
B - On Counterpart Staff and Facilities	30
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment	32
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Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....	34
Form TECH-7: Staffing Schedule ¹	36
Form TECH-8 Work Schedule	37

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Form TECH-1: Technical 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 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.]

_____ Initial

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.]

_____ Initial

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: _____

_____ Initial

**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.]

_____ Initial

B – ON Requirements Specification

[Present and justify here any modifications or improvement to the Requirement specifications 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.]

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C - FUNCTIONAL & NON-FUNCTIONAL REQUIREMENTS

[Present and justify here any modifications or improvement to the functional and Non-functional requirements 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.]

_____ Initial

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.

_____ Initial

Form TECH-5: Team Composition and Task Assignments

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

_____ Initial

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: _____

_____ Initial

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: _____

_____ Initial

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

NB! Or submit your proposed personnel/staff schedule as per the required content in the above table

_____ Initial

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.

NB! Or submit your proposed annual work programme

_____ Initial

[

[This form is to be deleted if Bid Securing Declaration is not applicable.]

Appendix to Bid Submission Form

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

Date:**Procurement Ref No.:****To: Ministry of Justice and Labour Relations**

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)

_____ Initial

Republic Of Namibia**Ministry Of Justice and Labour Relations**

**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:

_____ Initial

.....

.....

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.

_____ Initial

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.....	42
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Form FIN-3: Breakdown of Costs by Activity ¹	44
Form FIN-4: Breakdown of Remuneration ¹ (Lump-Sum).....	44
Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)	46
Appendix: Financial Negotiations - Breakdown of Remuneration Rates.....	47

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Form FIN-1: Financial Proposal Submission Form

Date:

To: Ministry of Justice and Labour Relations

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services **for THE PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT OF THE NEW NAMIBIA INTEGRATED EMPLOYMENT INFORMATION SYSTEM (NIEIS) FOR MINISTRY OF JUSTICE AND LABOUR RELATIONS** in accordance with your Request for Proposal dated and our Technical Proposal. Our attached Financial Proposal is for the lump sum of [.....*I insert amount(s) in words and figure*¹]. 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: _____

_____ Initial

-
- 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 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.

Bids will be assessed based on the project's estimated cost. Only those within 10% above or below this estimate will be deemed acceptable.

_____ Initial

Form FIN-3: Breakdown of Costs by Activity¹

Group of Activities (Phase): ²	Description: ³			
_____	_____			
_____	_____			
	Costs			
Cost component	<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.

_____ Initial

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]

_____ Initial

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- 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)

Nº	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	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.

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Appendix: Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
- (i) **Salary**
This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
- (ii) **Bonus**
Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
- (iii) **Social Costs**
Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

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(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Or

$$\text{Leave Cost} = [(salary + bonus + housing subsidy + transport)/260 \times \text{leave credit days}]$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vii) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or

¹ Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) **Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local currency, as long as the services proceed as planned.

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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: _____

_____ Initial

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

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Section 5. Sample Contract for Consulting Services - Small Assignment – Lump sum

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS LUMP-SUM PAYMENTS

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 address¹].

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

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

¹ Avoid use of “P.O. Box” address

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The schedule of payments is specified below²:

[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]

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 *[insert banking details.]*

4. Project Administration

A. Coordinator.

The Client designates Mr./Ms. *[insert name and job title]* 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 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

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.

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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 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

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

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."

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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: _____

_____ Initial

LIST OF ANNEXES

Annex A: Terms of Reference

Annex B: Requirements Specification

Annex C: Functional and Non Functional Requirements

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ANNEXURE A: TERMS OF REFERENCE

1. INTRODUCTION

The **Namibia Integrated Employment Information System (NIEIS)** is an initiative of the **Ministry of Justice and Labour Relations (MOJLR)** designed to strengthen employment services in Namibia. It serves as a national platform where job seekers can register their personal details, skills, and qualifications, while employers can list available vacancies. The system helps to match job seekers with suitable opportunities, provides valuable labour market information, and supports government policy-making by supplying data on unemployment trends, skills shortages, and workforce demand. In this way, NIEIS functions as both a job placement service and a strategic tool for enhancing employment and skills development in Namibia.

2. OBJECTIVE

The project aims to:

- Develop detailed technical specifications and system architecture that align with the operational standards of OPM-DPSEGM and Employment Services Act to guide project implementation.
- Build and deploy the functional NIEIS system and Mobile App in compliance with the approved technical specifications, architecture, configurations, and development procedures.
- Migrate all data from the current NIEIS version to the newly developed platform while ensuring data integrity and accuracy.
- Set up user accounts, roles, and permissions within the newly developed NIEIS system to meet operational needs.
- Conduct hands-on training and knowledge transfer for the IT Technical team to ensure sustainable system management and troubleshooting; train Employment Officers across all regions on using the newly NIEIS, ensuring smooth adoption and operational efficiency.

Overall, this project aims to improve the registration of jobseekers, registration of vacancies, registration of training institutions, registration of private employment agencies, and the recruitment of jobseekers. The development of the NIEIS will improve service delivery, assist jobseekers in finding gainful employment and will help in reducing unemployment. The new system will also help provide better statistics on unemployment, as well as availability or non-availability of specialized skills in Namibia. Furthermore, the new system will ensure a more effective and efficient service delivery to the jobseekers, employers, training Institutions and private employment agencies as prescribed in the Employments Service Act.

3. SCOPE OF WORK

The Ministry of Justice and Labour Relations seeks to appoint a consultant to provide the following services. The consultant(s) are expected to work hand in hand with the Ministry of Justice and Labour Relations IT and Employment Services staff members to carry out the following tasks:

- **System Analysis and Requirements Gathering:** Conduct a thorough analysis of the existing system to identify limitations, gaps, and improvement opportunities; analyse functional and non-functional requirements provided by the Project team to inform the development process.
- **System Design and Development:** Design and develop a new NIEIS, ensuring scalability, security, and compliance with industry best practices; Create a user-friendly interface that supports accessibility for job seekers, employers, training institutions and administrators. Develop and integrate an AI-driven helpdesk system to provide automated support for users and automatic job matching. Provide backend infrastructure, including server architecture and database systems, to enhance system performance. Configure user accounts and permissions setup.
- **System Implementation:** Deploy the NIEIS within the framework of the Employment Service Act and aligned with operational standards of OPM-DPSEGM. Implement a secure data migration strategy to transfer all data from current version to the new version of the NIEIS while maintaining data integrity; embed gazetted forms and templates required for compliance with the Employment Service Act directly into the NIEIS; Incorporate functionality for the registration of Private Employment Agencies within the system.
- **Mobile Application Development:** Design and develop a new Mobile App for job seekers and employers with online and offline functionality; Ensure seamless integration of the Mobile App with the newly developed NIEIS.
- **Reporting and Analytics:** Develop the capability to generate comprehensive reports, including daily, monthly, quarterly, and yearly summaries, in compliance with the Employment Service Act, 2011 (Act No.8 of 2011); Enable customized reporting based on provided requirements, implement features for report submissions by designated employers, institutions and private employment agencies.
- **Documentation and Training:** Produce comprehensive documentation, including system architecture, user guides, and technical manuals; Deliver training sessions for all relevant stakeholders, including Employment Officers, IT staff, and other users; Provide post-launch support to ensure smooth adoption and system stability; Implement functionality for evaluation and feedback collection to continuously improve the system based on user insights and operational needs

4. Deliverables

- System design document detailed architectural and technical specifications, including data models and integration points.
- Requirements Traceability Matrix (RTM) mapping all functional and non-functional requirements—to development outputs to ensure full coverage.

- Training materials comprehensive user manuals, administrator guides, and curriculum for training sessions tailored to Ministry of Justice and Labour Relations needs.
- Testing report documentation of all system testing phases (unit, integration, UAT), including test cases, results, and resolutions of defects.
- Data migration plan (if applicable) strategy and execution steps for transferring relevant legacy data securely into NIEIS, with validation protocols.
- Deployment report documentation of the go-live process, system configurations, hosting architecture, and risk mitigation measures.
- Interoperability compliance report confirms that NIEIS is aligned with the NAM-X framework and is technically capable of interfacing with other government systems.
- Support and maintenance plan outlines service levels, escalation procedures, routine updates, and system health monitoring post-implementation.
- Change management & user adoption plan strategy to ensure stakeholder buy-in, user readiness, and institutionalization of the system.
- Lessons learned / project closure report summarizes project performance, challenges, and recommendations for future digital initiatives.
- Functional NIEIS platform fully developed, tested, and deployed system with all agreed features and integrations operational.

5. SYSTEM REQUIREMENTS

In line with the e-Government Strategic Action Plan, Interoperability Framework and IT Policy for the Public Service, the Ministry intends to implement e-Services with the following core functionalities.

SEE ANNEXURE A (NIEIS Requirements Specification)

6. KEY COMPLIANCE REQUIREMENTS

- Information Security Requirements for the e-Services in line with ISO 27001, the international standard for Information Security Management Systems (ISMS);
- Business Continuity Requirements in line with ISO 22301 for the e-Services, the international standard for Business Continuity Management Systems (BCMS);
- Information Technology Services Management best practices (ITIL).

7. ELIGIBILITY CRITERIA

The Ministry invites eligible Consulting Firms to submit their profiles, detailed Curriculum Vitae (CVs) of key consultants.

Bidders must ensure that their reference letters clearly specify the duration or period during which each referenced project was successfully completed.

a) Mandatory Documents

Mandatory Requirement	Compliant (Yes/No)
Be a consulting firm in the field of Information and Communications Technology (ICT) with 100% ownership by Namibian citizens, with at least 70% shares owned by previously disadvantaged Namibians. Bidders shall submit certified copies of the company registration	

Documents from the Business and Intellectual Property Authority (BIPA) indicating shareholding and identity documents of owners /shareholders to prove compliance;	
Have an original or certified valid Good Standing Tax Certificate from the Namibia Revenue Authority (NAMRA);	
Have an original or certified valid Good Standing Certificate from the Social Security Commission;	
Have a valid Certified copy of Affirmative Action Compliance Certificate, proof from the Employment Equity Commissioner that the bidder is not a relevant employer, or an exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;	
A certified copy of the SME Certificate.	

b) Experience of Consulting Firm

Mandatory Requirement	Compliant (Yes/No)
Bidders must have a minimum of five (5) years' experience in Applications Review, Development, and related services. Bidders must have successfully completed at least three (3) reference projects of similar complexity. Bidders shall submit their company profile and reference letters as supporting documentation.	
Bidders must have implemented ISO 27001, the international standard for Information Security Management Systems (ISMS), at least one (1) institution in Namibia. Bidders shall attach reference letters as proof of compliance and implementation.	
Bidders must have implemented ISO 22301, the international standard for Business Continuity Management Systems (BCMS), at least one (1) institution in Namibia. Bidders shall attach reference letters as proof of compliance and implementation.	

c) Experience of Consultants

Lead consultants are required to attach all relevant supporting documents, including:

- Curriculum Vitae (CV);
- Certified copy of ID;
- Certified copies of academic qualifications;
- Training certificates;
- Reference letters confirming relevant experience.

The overall team composition must be gender-balanced.

i. Lead e-Government Consultant

Mandatory Requirement	Compliant (Yes/No)
Namibian Citizen	
Bachelor of Science in Computer Science or Equivalent	
General Experience in the Field of Information and Communications Technology (ICT) • Minimum of 5 years' experience in ICT, with a specific focus on: • Development and implementation of e-Government Strategies and Action Plans • Implementation of Application Systems Key Competencies and Experience: • Research and adoption of ICT industry best practices, including: ○ Information Technology Governance ○ Information Technology Service Management ○ Information Security Management ○ Business Continuity Management • Research on public sector trends and best practices in e-Government • Development and implementation of e-Government Strategies • Monitoring and evaluation of e-Government strategies • Development and implementation of Data Exchange and Interoperability Frameworks • Project Management	
Specific e-Government Experience: • At least 5 years of experience in: ○ Development and implementation of e-Government Strategies, Policies, and Best Practices in the public service. ○ Project Management, Monitoring, and Evaluation of e-Government projects within the public service.	
International Experience: • Proven international exposure to e-Government best practices, particularly in: ○ e-Government Strategy and Policy Implementation ○ Interoperability Frameworks • Reference letters must be attached to verify international experience.	

Relevant Training in ICT Governance Control Objectives for Information and Related Technologies (COBIT)	
Certified Training in the field of e-Government	
Certified Training in Leadership and Management Middle Management Development Programme (MMDP) as a minimum	
Certification in Information Technology Service Management (ITIL 3) o Minimum ITIL v3 Expert	
Certified Training in Project Management	

ii. **Lead Systems Analyst/ Business Analyst**

Mandatory Requirement	Compliant (Yes/No)
Namibian Citizen	
Bachelor of Science in Computer Science or Equivalent	
Experience in the Field of Systems / Business Analyst (attach reference letters and qualifications) - At least 5 years' experience in the field of Systems/ Business Analysis Certified in ITIL 3 beyond Foundation Level	

iii. **Lead Analyst Programmer**

Mandatory Requirement	Compliant (Yes/No)
Namibian Citizen	
Bachelor of Science in Computer Science or Equivalent	
Experience in the Field of Software Development and Database Administration (attach reference letters and qualifications) At least 5 years' experience in the field of Database Administration, Software Development, and Implementation	

iv. **Lead Systems Administrator**

Mandatory Requirement	Compliant (Yes/No)
Namibian Citizen	
Bachelor of Science in Computer Science or Equivalent	
Experience in the Field of ICT Infrastructure Administration and Support (attach reference letters and qualifications) At least 5 years' experience in the field of ICT Infrastructure	

Administration and Support	
----------------------------	--

NB: ONLY SERVICE PROVIDERS THAT HAVE MET ALL ELIGIBILITY CRITERIA WILL PROCEED FOR TECHNICAL EVALUATION.

8. TECHNICAL EVALUATION CRITERIA AND SCORE MATRIX

Factor Evaluated	Max Score	Performance Criteria		Criteria Score	Bid Score
Relevant Qualifications and experiences of Lead e-Government Consultant	55	Relevant Experience of the Lead e-Government Consultant in the Field of Information and Communications Technology (ICT). <i>(Attach proof)</i>	8-10 +	10	
			5-7 years	5	
			4 Years	3	
		Experience in Development and implementation of e-Government Strategies and Action Plans & Implementation of Application Systems. <i>(Attach proof).</i>	8-10 year +	10	
			5-7 year	5	
			4 years	3	
		Experience in research adoption of ICT Industry best practices. Including, Information Technology governance, Information Technology Service Management, Information Security Management, Business	10 and above	10	
			5-7 years	5	

		Continuity Management, research on Public sector trends and best practices in e-government, Monitoring and Evaluation of e-Government Strategies, Development and Implementation of Data Exchange and Interoperability Frameworks. (Attach proof)			
Relevant reference on Development and Implementation of e-governance Strategies, Policies and Best Practices, Project management, Monitoring and Evaluation in the Public Service.	10	Number of similar e-Government Projects successfully implemented in the public Service (Attach proof of reference letters)	5+ projects	10	
			3-4 projects	5	
			2 projects	3	
			1 Project	1	
Relevant Qualifications and experiences of Project Support consultant	35	Qualifications of Lead Systems Analyst/ Business Analyst, Lead Analyst Programmer & Lead Systems Administrator, (Attach Qualifications)	Bachelor of Science in Computer Science or Equivalent	5	
			Certificate in ITIL 3 beyond Foundation Level	5	
		Experience in the Field of Systems for Lead Systems Analyst/ Business Analyst, (Attach Reference letters)	6-8 years	5	
			4-5 years	3	
			1-3 years	2	
		Experience in the Field	6-8 years	5	

		of Software and Database Administration (<i>Attach Reference letters</i>)	4-5 years	3	
			1-3 years	2	
		Experience in the Field of ICT Infrastructure Administration and Support (<i>Attach Reference letters</i>)	6-8 years	5	
			4-5 years	3	
			1-3 years	2	

NB: Service providers must reach a minimum score of 70 points out of 100 in technical evaluation to proceed to financial evaluation and Margin of preference.

MARGIN OF PREFERENCE

- i. The applicable margins of preference and their application methodology are as follows: The margin of preference is applicable to this request for this Bid is|: Preference will only be granted to bidders as per Government notice No: 13 in terms of the code of good practice issued on 31 January 2023 in terms of section 71 and 72 of the Public Procurement Act, 2015 and Public Procurement Act, 2022 as amended. The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is 8%. Kindly see the table below.

Margins of preferences when evaluating bids for Exclusive Preference

Category	Margin of preference	Documentary evidence
MSME	1 percent	-SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
Women owned enterprise	1 percent	- IDs of all shareholders (certified) -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
Youth owned enterprise	2 percent	- IDs of all shareholders (Certified) - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian youth ownership
PDP owned enterprise	2 percent	-IDs of all shareholders (Certified) - Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of

		Namibian PDPs ownership
Supplier promoting environmental protection	1 percent	-declaration and proof that the bidder meets the requirements set out in the bidding document
Service rendered by Namibian citizens.	1 percent	-declaration that the bidder employs 50% or more Namibian citizens
Total	8%	

- i. Bidders applying for the Margin of Preference shall submit, upon request, evidence of: Applicable Exclusive Preference.

9. FINANCIAL PROPOSAL

The bidder must submit a separate financial proposal.

9.1 Time frame

9.1.1 The work is expected to be completed within **the agreed timeframe** from the date of appointment.

9.2 Financial Proposal

9.2.1 Demonstrate in form of presentation outlining experience relevant to the provision of system development, customization and implementation of NIEIS.

Annexure B:REQUIREMENTS SPECIFICATION

Version 2025

Document Control

No	Author	Description	Date
1	Ministry of Justice and Labour Relations: IT and Labour Market Services	First Published Version	August 2025
2	Department of Public Service eGovernment Management (DPSEGM)	First Published Version	August 2025

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1. Introduction

1.1 Purpose

This document details the functional and non-functional, reporting, security, integration, and technical environment requirements provided by the Ministry of Justice and Labour Relations (MOJLR) and aligns them with the project direction approved in the Namibia Integrated Employment Information System (NIEIS) Project Charter for the new NIEIS. Its purpose is to provide a comprehensive guide for developers to design and build the system, for end-users to understand its capabilities, and for testers to create appropriate test cases. The document is structured to guide solution design, development, testing, deployment, and assurance activities, and to enable traceable conformance during User Acceptance Testing (UAT) and Compliance & Quality Assurance (C&QA).

1.2 Intended Audience

The requirements documentation is intended for various internal and external stakeholders. This includes the MOJLR, DPSEGM and the Consultant/ Service Provider.

The document is structured to guide solution design, development, testing, deployment, and assurance activities, and to enable traceable conformance during User Acceptance Testing (UAT) and Compliance & Quality Assurance (C&QA).

1.3 Organizational Background

MOJLR owns and operates NIEIS to support job seekers, employers, training institutions, and private employment agencies in line with the Employment Services Act, 2011. The Office of the Prime Minister (OPM) through the Department of Public Service eGovernment Management (DPSEGM) coordinates e-government initiatives and performs compliance and quality assurance across public sector digital projects. This specification is produced jointly by MOJLR and DPSEGM (C&QA) to steer a secure, scalable, and user-centric NIEIS.

1.4 Scope

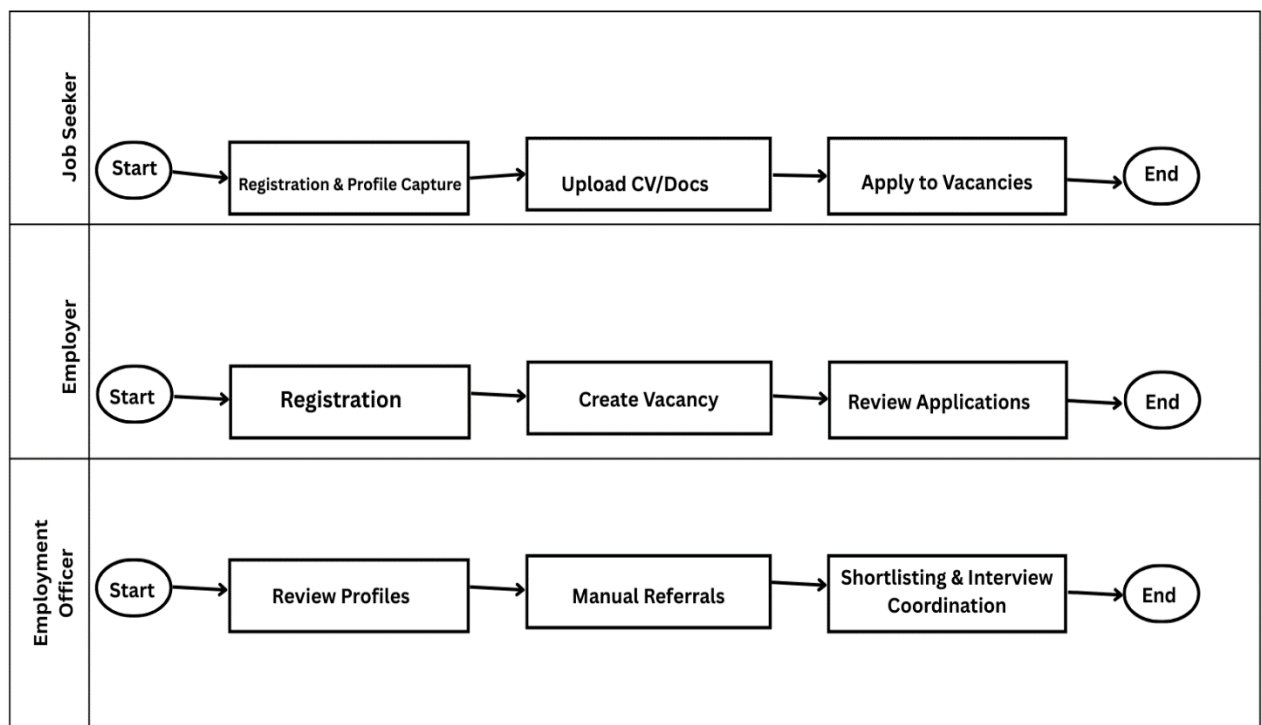
This project encompasses the comprehensive modernisation of the NIEIS, aligned with the Employment Services Act, 2011 (Act No.8 of 2011) and Public Service Act, 1995 (Act No. 13 of 1995), to improve system functionality, user experience, and operational efficiency.

- **System Analysis and Requirements Gathering:** Conduct a thorough analysis of the existing system to identify limitations, gaps, and improvement opportunities; Analyse functional and non-functional requirements provided by the Project team to inform the development process.
- **System Design and Development:** Design and develop a new NIEIS, ensuring scalability, security, and compliance with industry best practices; Create a user-friendly interface that supports accessibility for job seekers, employers, training institutions and administrators. Develop and integrate an AI-driven helpdesk system to provide automated support for users and automatic job matching. Provide backend infrastructure, including server architecture and database systems, to enhance system performance. Configure user accounts and permissions setup.
- **System Implementation:** Deploy the NIEIS within the framework of the Employment Service Act and aligned with operational standards of OPM-DPSEGM. Implement a secure data migration strategy to transfer all data from current version to the new version of the NIEIS while maintaining data integrity; Embed gazette forms and templates required for compliance with the Employment Service Act directly into the NIEIS; Incorporate functionality for the registration of Private Employment Agencies within the system.
- **Mobile Application Development:** Design and develop a new Mobile App for job seekers and employers with online and offline functionality; Ensure seamless integration of the Mobile App with the newly developed NIEIS.
- **Reporting and Analytics:** Develop the capability to generate comprehensive reports, including daily, monthly, quarterly, and yearly summaries, in compliance with the Employment Services Act, 2011 (Act No.8 of 2011); Enable customized reporting based provided requirements, Implement features for report submissions by designated employers, institutions and private employment agencies.
- **Documentation and Training:** Produce comprehensive documentation, including system architecture, user guides, and technical manuals; Deliver training sessions for all relevant stakeholders, including Employment Officers, IT staff, and other users; Provide post-launch support to ensure smooth adoption and system stability; Implement functionality for evaluation and feedback collection to continuously improve the system based on user insights and operational needs.

2. Overall description

The system to be built is a new, comprehensive platform for employment services. This new system aims to provide a centralized and efficient solution for job matching, reporting, and labour market analysis. It is being developed to serve job seekers, employers, and administrators within the Ministry of Justice and Labour Relations.

2.1 AS-IS Process Model



Actor	Step	Description	Pain Points / Risks
Job Seeker	Registration	Creates profile; uploads CV and documents	Inconsistent field validation; limited age/legal checks
Employer	Vacancy posting	Posts vacancy details	Manual address edits; expiry handling issues
Employment Officer	Referrals	Matches and refers candidates	Manual filtering; non-standard skills/titles; limited audit trail
System	Notifications	Emails/SMS to users	Inconsistent delivery/visibility; weak self-service settings
Admin/Analyst	Reporting	Generates	Fragmented datasets; slow,

		operational reports	non-real-time insights
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2.2 Description of current system

The legacy NIEIS provides core registration, vacancy posting, and application tracking capacities, but lacks standardized taxonomies (skills, towns/regions), robust automated matching, granular analytics, and comprehensive accessibility features. Interfaces with external registers (population, statistics) are not fully realized; password recovery and MFA are limited; and offline usage is not available.

2.3 Challenges & limitations

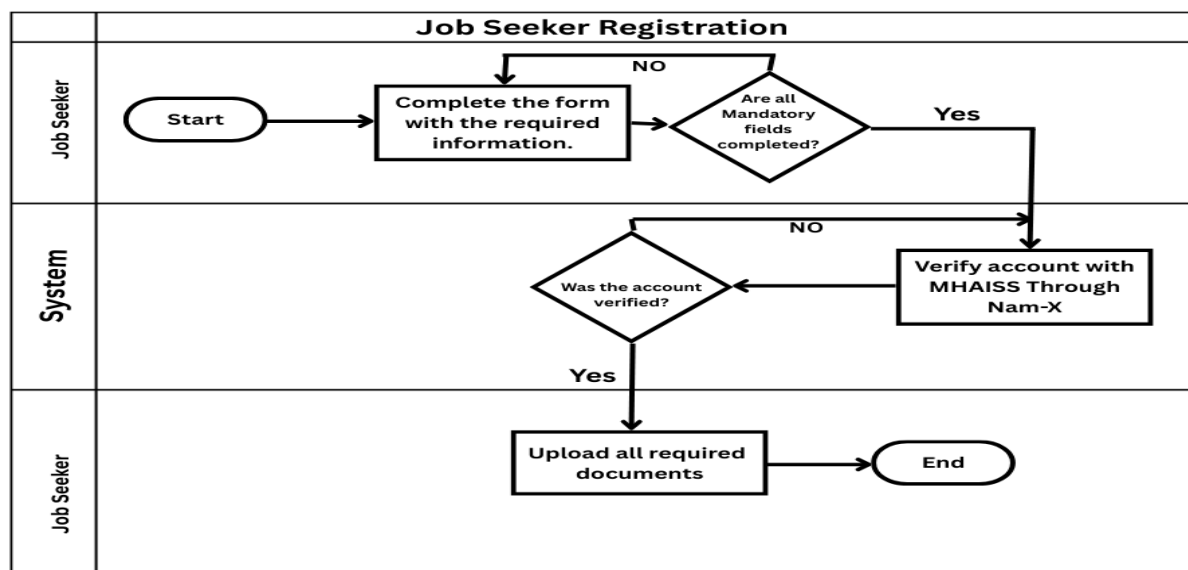
- **Connectivity & Offline Use:** Inadequate internet access in rural areas requires an offline-first approach with reliable synchronization.
- **Data Standardization & Taxonomy:** Non-standardized dropdowns/meta-tags and lack of master lists lead to inconsistent data, duplicate values, and poor interoperability.
- **Automation of Matching & Communications:** Shortlisting and rejection/notification emails are largely manual, slowing turnaround and creating inconsistent candidate–vacancy matching.
- **Vacancy Lifecycle Control:** Inconsistent expiry/visibility handling causes postings to linger past closing dates or vanish prematurely, skewing metrics and risking non-compliance.
- **Accessibility, Performance & Low-Bandwidth Optimization:** Pages are heavy, mobile responsiveness is uneven, and WCAG conformance is partial—hurting users on 2G/3G and those with accessibility needs.
- **Integrated Analytics & Real-Time Insights:** There are no real-time dashboards/KPIs with drill-downs (region, occupation, demographics, employer), limiting oversight and statutory reporting.
- **User-Facing Functionality:** Users cannot manage multiple CV versions or reliably track application statuses; saved searches/alerts and similar conveniences are limited.
- **UX & In-App Guidance:** Need for clearer controls, context-sensitive help, and streamlined password recovery indicates a generally weak user experience.
- **Process Digitization (Counselling & PEA Licensing):** Appointment booking, case notes, referrals, and PEA licence applications/renewals are paper/email-based, hampering SLA tracking and visibility.

- Security, RBAC & Auditability: Audit trails are incomplete and role definitions/segregation of duties are uneven, complicating investigations and elevating access risk.
- Data Exchange with National Systems: Gaps and batch-only integrations with identity, education, and business registries cause duplicate entry, delayed verification, and data mismatches.

2.4 TO-BE Process Model

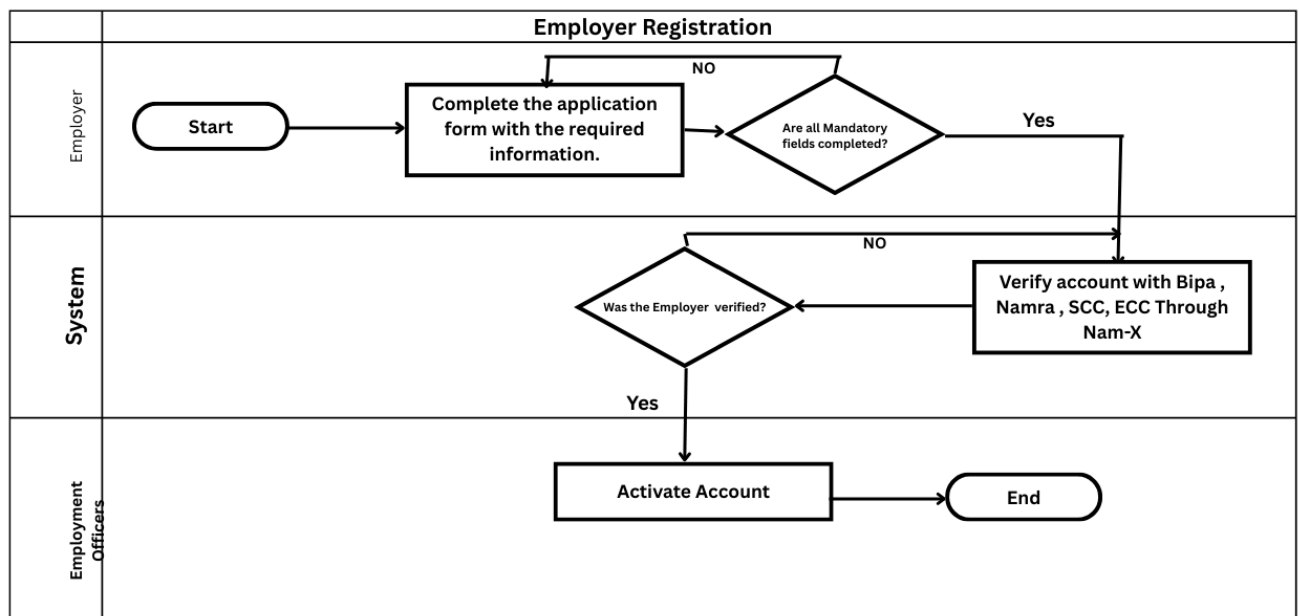
Future model: standardized data capture; automated matching/shortlisting; proactive alerts; dashboards; secure national integrations; mobile online/offline. Below is the flowchart for the future model.

2.4.1 Job Seeker Registration



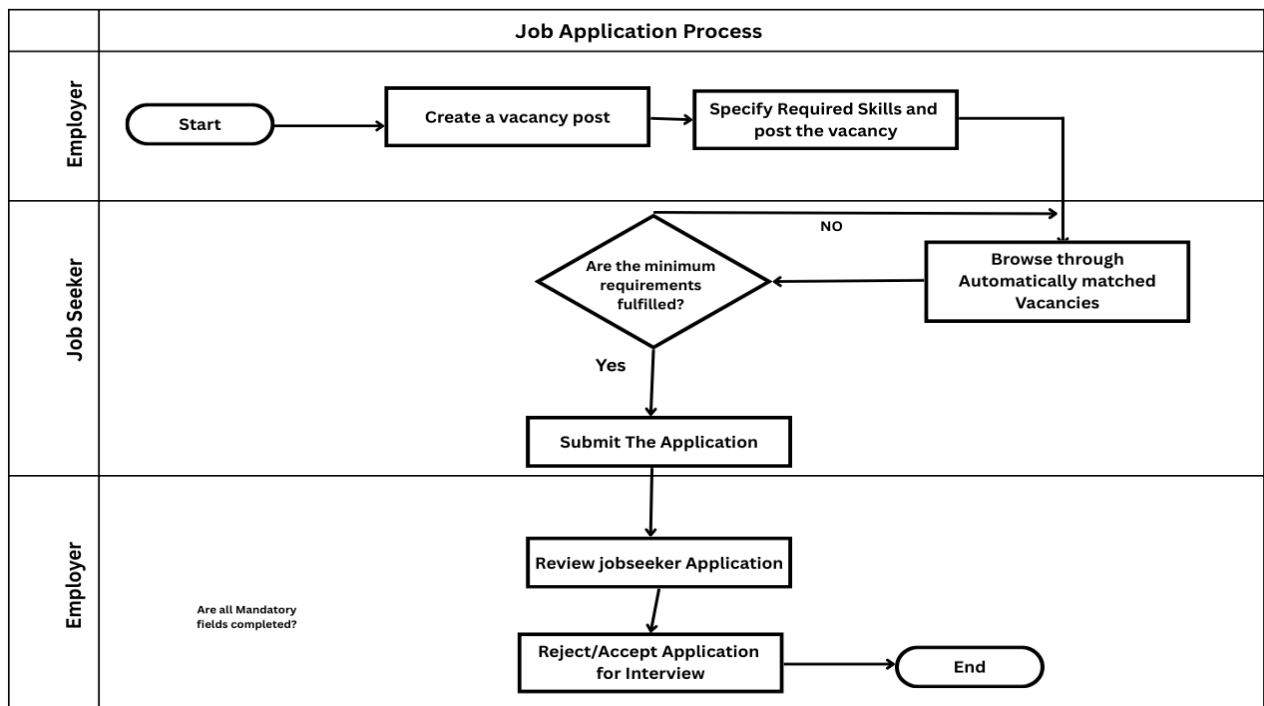
The job seeker registration begins with the job seeker completing a form with the required information. The system checks if all mandatory fields are completed. If not, the job seeker is asked to completes the mandatory fields. Once all fields are filled, the system verifies the account with MHAISS through Nam-X. Upon verification, the job seeker uploads all required documents, which completes the registration process.

2.4.2 Employer Registration



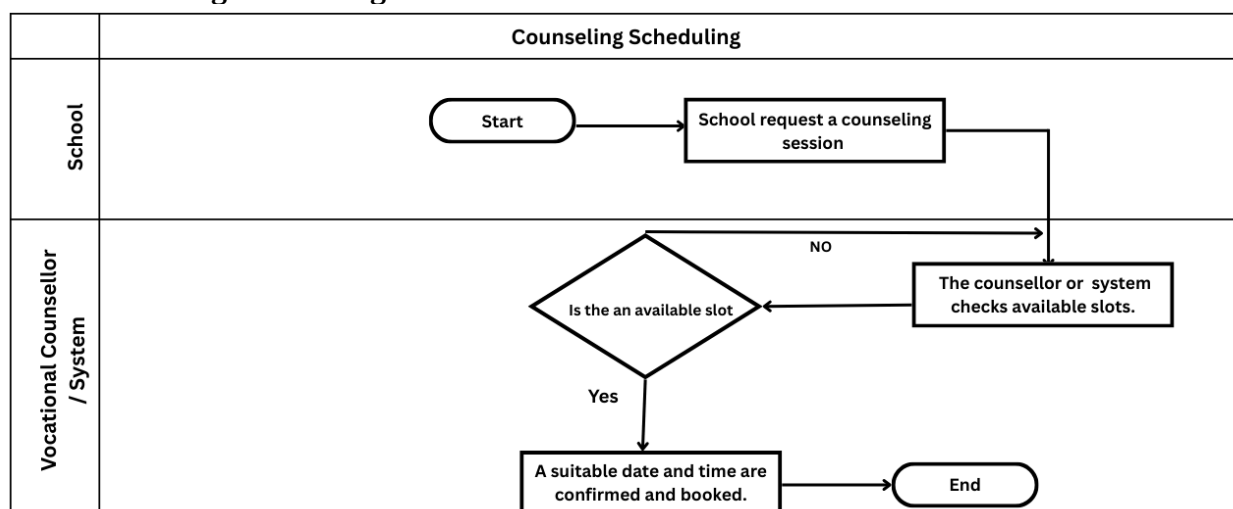
The employer registration starts with the employer completing an application form with the required information. The system then verifies if all mandatory fields are completed. If not, the employer is prompted to complete the form again. Once completed, the system verifies the employer's account with Bipa, Namra, SCC, and ECC through Nam-X. If the employer is verified, the account is activated, thereby ending the process.

2.3 Job Application Process



The job application process starts with the employer creating a vacancy post and specifying the minimum requirement / required skills before posting the vacancy. Job seekers then check whether they fulfil the minimum requirements. If not, they can browse through automatically matched vacancies. If the requirements are met, the job seeker submits the application. The employer reviews the application and either rejects or accepts it for an interview, concluding the process.

2.4.4 Counselling Scheduling



The counselling scheduling process begins with the school initiating a request for a counselling session for it learners. The vocational counsellor or system then checks for available slots. If no slot is available, the system/ vocational counsellor continues to check until a suitable date and time are confirmed. Once a suitable slot is found, it is booked, and the process concludes.

2.5 Description of the intended system

The **NIEIS** project aims to modernize and streamline the registration and management of jobseekers, vacancies, training institutions, private employment agencies, and recruitment processes in Namibia. The upgraded platform enhances the user interface, database, functionality, security, and overall user experience, ensuring it meets the growing needs of the labour market and adapts to evolving technology. With features such as secure registration and identity management, efficient recruitment, improved analytics and reporting, compliance with legal frameworks, better service delivery, and accurate data integration, the system will provide a reliable and user-friendly environment for all stakeholders. This transformation is expected to strengthen labour market transparency, improve policy-making, and ultimately contribute to reducing unemployment.

The system introduces advanced features including smart profiles, vacancy templates, automated candidate matching, counselling and referrals, dashboards with statutory reporting, and Nam-X verification for data accuracy. Employers will benefit from faster and more consistent vacancy postings, while job seekers will gain from improved job-matching and career guidance. Additionally, the platform supports omni-channel notifications, streamlined vacancy lifecycle management, eligibility checks, and online licensing for private employment agencies. By digitizing manual processes and embedding compliance, the upgraded NIEIS will deliver a modern, efficient, and secure employment information system that promotes fairness, accountability, and accessibility across Namibia's labour ecosystem.

2.6 Assumptions, Dependencies & Cross-cutting Checks

The development of the system relies on the following assumptions and dependencies:

Assumptions:

- Mobile adoption; offline sync for intermittent connectivity
- Nam-X Data Exchange Platform (Nam-X) availability
- Population and statistics registers expose required endpoints
- Availability of Short Message Service (SMS) and email gateways
- Users have reachable contact details (Mobile numbers and emails)

Dependencies:

- Compliance and Quality Assurance (C&QA) approvals such as test strategy, test evidence, defect closure, go-live readiness, security sign-off etc.
- Change Request (CR) submission/approval, versioning, deployment windows, rollback plans, blackout periods.
- Data migration readiness such as profiling, cleansing rules, mapping, transformation, mock runs, reconciliation, cutover approach (big-bang versus phased) etc.
- Gazette template confirmations such as Official templates/layouts, numbering and legal text, signature blocks, and submission channels for statutory publications etc.
- Integrations with third-party license provisioning such as operating System (OS)/Database Management System (DBMS)/virtualization, analytics (for example, Elasticsearch/Kibana/Power Business Intelligence (Power BI)), Security Information and Event Management (SIEM), mail/SMS credits and external databases such as the Population Register database, the Namibia Statistics Agency (NSA) data, and the NamX entity for data verification.

- The project also depends on the availability of a testing environment and the necessary technical documentation.
- Sufficient on-premise infrastructure and virtualization for computation, storage, and network capacity (primary plus Disaster Recovery (DR)) to host application, database, analytics, and integration tiers on supported hypervisors (for example, VMware, Microsoft Hyper-V (Hyper-V), or Kernel-based Virtual Machine (KVM)) with High Availability (HA), backups, and monitoring.

Recommended Cross-cutting checks

- Legal and privacy: Data-sharing agreements, consent wording, records of processing, retention schedules.
- Security baselines: Role-Based Access Control (RBAC) matrices, audit-trail coverage, key management, vulnerability-remediation window.
- Observability: Dashboards/alerts for integrations (Nam-X, SMS/email), queues, and job runtimes; synthetic probes for critical endpoints.
- Acceptance tests: For each assumption/dependency, define “prove it” tests (for example, Nam-X endpoint health plus 500-error handling; SMS Delivery Receipt (DLR) $\geq 95\%$ in peak hour).

2.7 Constraints

The project is subject to the following constraints:

- Regulatory Policies/Laws: Compliance with Employment Services Act, 2011; Labour Act, 2007; Public Service Act, 1995; and Government data-protection (GGR) directive.
- Hardware Limitations: The system and all primary data stores shall be hosted on-premises within government data centres; use of public cloud services for production data is out of scope unless explicitly exempted by the government of the Republic of Namibia.
- Limited Skills: The project requires extensive knowledge transfer and training to ensure the IT team and other users can effectively manage and operate the system after handover.

2.8 Related Information Technology Issues and Initiatives

- The system must consider related IT initiatives, such as the use of an integrated hyper-converged infrastructure for high availability and fault tolerance.

- Backups, disaster recovery, and security testing: Set up automated backups and regularly test restores; maintain a rehearsed Disaster Recovery (DR) plan; enforce host/server firewalls; run periodic third-party penetration tests and fix any findings.
- Database tuning and document storage: Improve performance through database (DB) indexing and query optimization; store user documents in scalable object storage (e.g., S3-compatible) instead of the DB to keep the database lean.
- Source code and delivery pipeline: Keep source code in a controlled repository (e.g., Git) with clear ownership; implement DevSecOps Continuous Integration/Continuous Delivery (CI/CD) with automated tests and security scans; manage changes and releases through a formal process (tickets, approvals, rollback plans).
- Secure notifications and account recovery: Configure email authentication (Sender Policy Framework (SPF), DomainKeys Identified Mail (DKIM), Domain-based Message Authentication, Reporting and Conformance (DMARC)) to prevent spoofing; provide self-service password reset protected by Multi-Factor Authentication (MFA), with throttling, logging, and alerts.

3. System features & requirements

3.1 Desired Organizational Benefits

The new system is expected to deliver several benefits to the organization:

- **Registration & Identity.** The platform will support streamlined onboarding for job seekers, employers, Private Employment Agencies (PEAs), and partner institutions. Accounts will be verified at sign-up, protected with Multi-Factor Authentication (MFA), and governed by Role-Based Access Control (RBAC) to ensure that each user only sees and does what their role allows.
- **Efficient Recruitment:** The system will enable employers to filter and find suitable candidates quickly, and to receive automated notifications of qualified job seekers.
- **Improved Analytics and Reporting:** The system will generate comprehensive reports on labour market trends, including in-demand skills and employment statistics, which will support policy-making and vocational training initiatives.
- **Enhanced Compliance:** The system will ensure compliance with legal requirements by maintaining records for employees, managing licenses for private employment agencies, and enforcing reporting obligations for designated employers.
- **Better Service Delivery:** It will improve the quality of service for job seekers by providing career guidance options, tracking applications, and offering a user-friendly platform.

- **Data Accuracy:** The system will ensure data consistency and reliability through integrations with national databases and by standardizing data input with dropdown menus and a master list. Messaging gateways (SMS and email) will deliver timely alerts and status updates at scale.

3.2 System features

- **Smart profiles (jobseekers & employers)**
 - What it is: Structured, taxonomy-driven profiles with computed fields (e.g., experience years, skills map) and verification flags.
 - Process touchpoints: Created at registration or via assisted capture; synced offline→online; enriched by counselling outcomes and verified via Nam-X.
 - Controls: Consent capture, RBAC, full audit of changes.
 - Benefits addressed: Data standardization, low-bandwidth forms, better matching accuracy.
- **Vacancy templates & screening**
 - What it is: Sector-specific templates (title, SOC/ISCO code, location, salary band, contract type) plus screening questionnaires with knockout rules and weights.
 - Process touchpoints: Employer drafts → system validates fields → optional approval workflow → publish to portal/mobile/PEAs.
 - Controls: Default closing date, visibility rules, required fields, duplication checks.
 - Benefits addressed: Consistency, faster posting, fewer incomplete adverts.
- **Criteria-based automated matching**
 - What it is: Rules/weights engine that ranks candidates against vacancy criteria (minimum quals, skills, location radius, language, availability), with disqualifiers and fairness constraints.
 - Process touchpoints: Runs at posting, on schedule, and on profile updates; produces ranked shortlists and justification/explanations for each match.
 - Controls: Manual override, exclusion lists, priority cohorts (e.g., youth, persons with disabilities) configured as policies.
 - Benefits addressed: Reduces manual shortlisting, speeds time-to-fill, improves fit.
- **Closing logic (vacancy lifecycle)**

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- What it is: Event-based rules to unpublish or close vacancies on expiry, positions-filled, or employer withdrawal; supports partial fills and waitlists.
 - Process touchpoints: Triggers archiving, final reports, and candidate notifications; prevents post-deadline applications.
 - Controls: Change logs, re-advertise with versioning, SLA checks.
 - Benefits addressed: Eliminates inconsistent visibility/expiry behaviour.
- **Notifications (omni-channel)**
 - What it is: Event-driven messages via SMS, email, in-app, and USSD for low-bandwidth contexts (e.g., shortlist updates, interview invites, licence status, expiring adverts).
 - Process touchpoints: Tied to publishing, matching runs, counselling milestones, licence workflows.
 - Controls: Templating, throttling, language selection, queue & retry for offline capture.
 - Benefits addressed: Proactive communication without manual emails.
- **AI-helpdesk(Chatbot)**
 - What it is : An AI-powered system that uses **machine learning, natural language processing (NLP), and automation** to handle customer or employee queries. It simulate human-like conversations, provide instant answers and escalate complex issues to human agents
 - Process touchpoint : User Interaction, Query Understanding, Routing & Escalation, Follow-up & Resolution
 - Controls : Escalation Rules, Sentiment Monitoring, **Audit Logs and Knowledge Base Management**
 - Benefits addressed: 24/7 Availability, **Faster Response Times, Improved Customer/Employee Experience and Actionable Insights**
- **Mobile Application Development**
 - **What it is:** The design and development of a new mobile application for job seekers and employers, offering both online and offline functionality. It ensures seamless integration with the upgraded NIEIS system.
 - **Process touchpoint:** Provides users with a mobile-first interface to access job listings, submit applications, manage profiles, and interact with support services directly through their smartphones.
 - **Controls:** Secure authentication, data encryption, offline data synchronization, and strict integration protocols with NIEIS to guarantee reliability, security, and consistency of information.

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- **Benefits addressed:** Expands accessibility for job seekers and employers, improves user experience through mobile convenience, ensures continuous service availability (even offline), and enhances engagement with NIEIS services anytime, anywhere.
- **Counselling & referrals**
 - What it is: Case-managed counselling with intake forms, assessments, goals, appointments, and referrals to training providers, employers, or social services.
 - Process touchpoints: Bookings (online/offline), notes, attachments, outcome codes that update the smart profile.
 - Controls: SLA timers, supervisor dashboards, privacy flags, full audit trail.
 - Benefits addressed: Digitises paper/email processes and exposes outcomes to analytics.
 - **Dashboards & gazette/statutory forms**
 - What it is: Real-time KPIs (registrations, active vacancies, placements, time-to-shortlist, regional breakdowns) plus one-click generation of Gazette/statutory forms and designated-employer reports.
 - Process touchpoints: Auto-populates from transactional data; scheduling for monthly/quarterly exports; approval/sign-off workflow.
 - Controls: Role-based views, data lineage, export to PDF/CSV, API hooks for inter-agency submission.
 - Benefits addressed: Replaces ad-hoc extracts; improves oversight and compliance.
 - **Nam-X verifications (national data exchange)**
 - What it is: API-based checks against national registries (e.g., identity/population, education/qualifications, business/company/PEA status).
 - Process touchpoints: Runs at registration, profile update, application submission, employer onboarding, and PEA licensing.
 - Controls: Consent logs, fallback manual verification, mismatch workflows.
 - Benefits addressed: Reduces duplicates, speeds eligibility checks, improves trust.
 - **Age/eligibility rules**
 - What it is: Configurable policy engine (e.g., age bands for youth programmes, residency/work-permit status, designated categories).
 - Process touchpoints: Enforced during application and matching; blocks ineligible submissions and guides users to alternatives.
 - Controls: Transparent reason codes; override with approval trail.

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- Benefits addressed: Consistent, defensible eligibility decisions.
 - **PEA licensing (Private Employment Agencies)**
 - What it is: End-to-end online licensing: applications, renewals, fees/receipting, inspections, decisions, licence issuance and publication.
 - Process touchpoints: Links to Nam-X (business & compliance checks), generates Gazette entries, and exposes searchable licensed-PEA registry.
 - Controls: SLA timers, checklists, document templates, audits.
 - Benefits addressed: Eliminates manual licensing, strengthens compliance and transparency.

4. Technical Requirement Scope

The technical solution must be a robust, scalable, and secure platform.

- **Technical Document Requirements:** The solution must include system architecture diagrams, technical specifications, a security plan, API documentation, and deployment guides.
- **System Requirements Documentation:** The vendor must provide user manuals, installation guides, maintenance manuals, and training materials.
- **Operational Requirements:** The system must have optimal speed and scalability, and its user interface must be optimized for low-bandwidth users, It should also support compressed database handling and data archiving, it should have integration and API enablement.
- **Infrastructure Requirements:**
 - Server roles: The solution uses four logical tiers; Web Server, Application Server, Database Server, and an Analytics & Reporting Server.
 - Capacity: Each tier is sized at 32 virtual Central Processing Units (vCPUs) and 256 Gigabytes (GB) Random Access Memory (RAM), with the database given faster, larger storage.
 - Software stack: Windows Server 2022 or later; the web tier uses NGINX or Apache in front of applications built in Node.js, .NET, or Java; HAProxy provides load balancing.
 - Database options: PostgreSQL, MySQL, or Microsoft SQL Server may be used.
 - Hardware & network: Physical servers must have redundant power and cooling, dual 10-Gigabit Ethernet (10GbE) links, and run in a hyper-converged, high-availability setup so services stay up if a node fails.

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- **Integration and API Requirements:** The system must integrate with the Population Register database, the Namibia Statistics Agency (NSA) data, and relevant entities via NamX for data verification.
 - **Accessibility:** Use readable, scalable fonts and sufficient color contrast.
 - **Mobile support:** Provide fully supported experiences on Android 9+, iOS 13+, HarmonyOS 3+, ChromeOS, etc.
 - **Security baseline:** Enforce Multi-Factor Authentication (MFA) and Role-Based Access Control (RBAC); encrypt data at rest and in transit (HTTPS/Transport Layer Security (TLS)); follow Open Worldwide Application Security Project (OWASP) secure-coding practices; centralize logging and monitoring; maintain an incident-response plan; and require strong passwords.
 - **Data Migration Requirements:** The system must fully support the migration of all historical data, user profiles, and application records from the existing platform without any loss or corruption so operations continue without gaps.

5. Annexure C Functional and Non Functional Requirements

Please refer to the attached document titled "Annexure C Functional Non-Functional Requirements.docx" for the detailed list of functional and non-functional requirements. This includes the tables for:

- Functional Requirements
- Non-Functional Requirements
- Reporting Requirements
- General Security Requirements
- Interfaces (Integration) Functional Requirements
- Technical Environment Requirements
- Training Requirements
- Testing Requirements
- Technical Documentations

Annexure CFUNCTIONAL & NON-FUNCTIONAL REQUIREMENTS

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FUNCTIONAL REQUIREMENTS

ID	Functional Requirement Description	Compliant (Y/N)	Existing Solution? (Y/N)	Vendor Module	Vendor Comments
1.	The system shall allow employers to filter resumes on meta data tags, skills, age, gender, occupation, industry, location, region, constituency and education level.				
2.	The system shall give accurate reports from filter request such but not limited to the list below: 1. Number of Designated Employers Registered you can indicate by region = Designated Employers 2. Number of Vacancies reported = Vacancies Reported 3. Number of Jobseeker registered = Registration of Jobseekers 4. Number of Job seekers placed = Jobseekers placed 5. Number of Establishment visited for job canvassing by region = Establishment visit 6. Number of Private Employment Agencies inspected by region = PEA inspection 7. Number of Jobseekers referred by region = Jobseeker referred 8. Number of Designated Employers training session conducted in various regions= Designated Employers Training conducted 9. Number of Awareness raising for Public Employment Services Conducted with various regions= Awareness raising				

	10. Number of Supervisor visit conduct by Senior Employment Officers to regions, = Supervisory visit 11. Number of Stakeholders engagements conducted this will by regions = Engagements				
3	The system shall ensure all PDF reports be aligned properly				
4	The system shall have the list of towns under all the regions				
5	The system shall have filter for foreign nationals and diaspora (Caters to the specific needs of Namibians living abroad and foreign nationals.)				
6	The system shall allow employers to be able to update the physical address once they post a vacancy.				
7	The system shall allow employers to be able to schedule suitable candidates for interviews				
8	The system shall allow jobseekers to be able to reset their password through the system				
9	The system shall be able to match jobs tailored to the user's experience and qualifications based on the "desired job title".				
10	The system shall be able to Under the 'Add Subjects' field, have a drop-down menu for subjects and grades				
11	The system shall ensure all forms controls and navigation buttons are visible.				
12	The system shall ensure that skills input be structured as a dropdown menu to ensure data standardization of naming conventions				

13	The system shall ensure that the list of available skills be sorted alphabetically.				
14	The system shall have a “find opportunity” functionality.				
15	The system shall have a drop-down menu for titles example: (Mr, MS, Dr and Prof).				
16	The system shall explicitly specify the type and size of document to be uploaded and create a field for others that are not specified.				
17	The system shall only permit uploading of PDF files.				
18	The system shall have an option for the employer to amend the expiry date				
19	The system shall ensure that expired job post not be visible to jobseeker				
20	The system shall restrict input field restriction according to information to be entered example (date format, special characters and cell phone numbers).				
21	The system shall ensure All vacancies close at mid-night central African time on the specified closing date. Thereafter, the system shall not further permit the submission of applications.				
22	The system shall automatically shortlist, or filter candidates based on the set criteria				
23	The system shall have an option for qualifications specialization for jobseeker to select.				
24	The system shall have SMS and email notifications functionality.				

25	The system shall allow job seekers to create and manage multiple versions of their resume/CV, tailored for different job types or industries. Every uploaded CV should have a mandatory meta data tag linked to specified Industry for example (freelancer, carpenters' geologist, students, interns, graduates, and apprentices etc.) <i>(This allows for targeted applications without recreating a full profile.)</i>				
26	The system shall enable job seekers to upload a cover letter specific to each job application. <i>(Crucial for personalized applications.)</i>				
27	The system shall provide a dashboard for job seekers to track the status of their applications (e.g., Applied, Under Review, Interview Scheduled, Rejected, Hired). <i>(Improves transparency and reduces uncertainty for job seekers.)</i>				
28	The system shall allow job seekers to set up and manage job alerts based on saved search criteria (e.g., keywords, location, salary range, job type), delivered via email or SMS. <i>(Proactive notification of relevant opportunities.)</i>				
29	The system shall have an option for jobseekers/school to choose carrier guidance services for example (psychometric testing for career guidance, one-on-one coaching and counselling to prepare for interviews, Career Themed Event/Career Fairs) with an option to select all. <i>(Supports job seekers beyond just job matching. Facilitates service request customization.)</i>				
30	The system shall have an option for employers to choose carrier guidance services for example (psychometric testing for recruitment/training/group				

	testing for learners/students, pre-retirement services and motivational talks) with an option to select all. <i>(Supports job seekers beyond just job matching)</i>				
31.	The system shall have scheduling functionality to allow the responsible units to schedule career guidance sessions for jobseekers and employers. Provide links to relevant training institutions or programs.				
32.	The system shall have a drop-down menu for proficiency level for each skill listed (e.g., Beginner, Intermediate, Advanced, Expert). <i>(Enhances skill filtering accuracy for employers (builds on existing FR-15).</i>				
33.	The system shall provide a feature for job seekers to activate/ deactivate their profiles. All profiles should have status flag, and only active profiles are displayed. <i>(Useful for those who have found a job or are taking a break.)</i>				
34.	The system shall display a list of employers who viewed jobseeker's profiles on the jobseeker's profile. <i>(Provides feedback)</i>				
35.	The system shall allow employers to create and save job post templates for frequently posted positions. <i>(Streamlines the job posting process.)</i>				
36.	The system shall provide a dashboard for employers to manage all their active and past job postings, including applicant numbers and status. <i>(Centralized management for recruiters.)</i>				
37.	The system shall allow employers to create custom pre-screening questions for job applications, with options for multiple-choice, short answer, or yes/no. <i>(Improves initial candidate filtering efficiency)</i>				
38.	The system shall allow employers to send automated rejection emails to				

	unsuccessful candidates once a hiring decision is made. <i>(Improves job seeker experience and reduces manual effort.)</i>				
39.	The system shall provide a feature for employers to rate or tag applicants (e.g., 'Interviewed,' 'Strong Candidate,' 'Not Suitable') for internal tracking. <i>(Aids in managing large applicant pools.)</i>				
40.	The system shall allow employers to download applicant data (e.g., resumes, profiles) in bulk for a specific job posting. <i>(Facilitates offline review and integration with internal systems.)</i>				
41.	The system shall allow employers to specify required and preferred skills for a vacancy, enabling more granular filtering. <i>(Improves matching accuracy.)</i>				
42.	The system shall implement a user-friendly "Forgot Password" and "Account Recovery" process with multi-factor authentication options. <i>(Improves security and user autonomy (builds on existing Security Req-1).)</i>				
43.	The system shall provide clear, context-sensitive help and FAQ sections for all major functionalities. <i>(Reduces support queries and improves user self-service.)</i>				
44.	The system shall allow users to provide feedback directly within the application on usability or features. <i>(Facilitates continuous improvement.)</i>				
45.	The system shall include an age verification mechanism during job seeker registration to prevent individuals under the legal working age (e.g., 14 years as				

	per Labour Act) from creating accounts or applying for age-restricted jobs. <i>(Ensures compliance with child labour laws (Labour Act, Section 3).</i>				
46.	The system shall ensure that Jobseekers be able to search and apply for vocational attachments and internships listed by designated institutions. <i>(Facilitates practical experience opportunities (Employment Services Act, Section 13(f)))</i>				
47.	The system shall allow job seekers to search for and view training opportunities relevant to their skills or areas of interest. <i>(Supports continuous learning and re-skilling (Employment Services Act, Section 14(1)(c)))</i>				
48.	The system shall automatically maintain a digital record for each employee hired through the platform, capturing required information (name, sex, age, occupation, employment dates, remuneration details, leave taken, termination reasons) for a minimum of five years. <i>(Facilitates compliance with record-keeping (Labour Act, Section 130))</i>				
49.	The system shall allow Employers to receive automated notifications of suitably qualified job seekers recommended by the bureau for their vacancies. <i>(Supports efficient recruitment (Employment Services Act, Section 16(4)))</i>				
50.	The system shall provide a mechanism for employers to acknowledge receipt of referred job seekers and indicate whether they were considered for the position. <i>(Facilitates reporting on bureau referrals (Employment Services Act, Section 16(5)))</i>				
51.	The system shall require designated employers to report the outcome of applications for job seekers referred by the bureau (e.g., hired, not hired, interviewed). <i>(Enables the bureau to track placement success (Employment Services Act, Section 16(7)))</i>				
52.	The system shall provide a dedicated section for designated employers to submit and update their establishment profile, including details on positions, employee demographics (citizens/non-citizens, sex, age, occupation, ID/passport numbers), and salary ranges per occupation. <i>(Ensures comprehensive employer data for the bureau (Employment Services Act, Section 17(1)))</i>				

53.	The system shall allow employers to list available skills development loans, bursaries, and scholarships offered by their organization. <i>(Promotes training opportunities (Employment Services Act, Section 17(1)(e)))</i>				
54.	The system shall allow employers to be able to report ongoing strikes/lockouts or Section 34 dismissals to the system, which then flags them for private employment agencies to prevent prohibited placements. <i>(Ensures compliance with placement restrictions for private agencies (Employment Services Act, Section 26(2)))</i>				
55.	The system shall allow designated employers to notify the bureau of any vacancy or new position, including the date of intended employment, minimum qualifications, and number of persons to be employed, within prescribed timeframes. <i>(Ensures compliance with reporting obligations (Employment Services Act, Section 16(1), (3)))</i>				
56.	The system shall prevent designated employers from filling a vacancy or new position without first considering in good faith suitably qualified jobseekers referred by the bureau. <i>(Enforces consideration of bureau referrals (Employment Services Act, Section 16(5)))</i>				
57.	The system shall provide tutorials or current on boarding processes for users to access “how-to documents” <i>(Addresses user challenges with system navigation and access.)</i>				
58.	The system shall provide functionality for visually impaired individuals				
59.	The system shall support real-time analytics processing for immediate insights. <i>(Enables dynamic reporting and decision-making.)</i>				
60.	The system shall support compressed database handling and archival of historical data. <i>(Optimizes storage and improves performance for active data.)</i>				
61.	The system shall support an offline platform where users (especially in rural areas) can register and upload documents, with subsequent synchronization when internet connectivity is available.				

	<i>(Addresses challenges of inadequate internet access.)</i>				
62.	The system shall have the functionality to upload the relevant documents per category and any other documents.				
63.	The system shall integrate with the Population Register database for the purpose of disabling profiles of the deceased persons aged 15+. <i>(Streamlines registration and ensures data accuracy.)</i>				
64.	The system shall integrate with the Namibia Statistics Agency (NSA) data for verification and labour market alignment for employment statistics and generate reports. <i>(Ensures data consistency and reliability for national statistics.)</i>				
65.	The system shall provide data dashboards showing number of applicants, vacancies, and hiring trends in real-time. <i>(Offers immediate visual insights into labour market dynamics.)</i>				
66.	The system shall allow administrators to view and export service statistics related to vocational counselling. <i>(Supports reporting on counselling services.)</i>				
67.	The system shall allow psychological counsellors to feed statistics for report generation on the NIEIS dashboard related to vocational counselling conducted. <i>(Enables performance tracking for counselling services.)</i>				
68.	The system shall automatically track the number of schools signed up for counselling services. <i>(Provides oversight on service reach)</i>				
69.	The system shall automatically track the number of clients (learners/job seekers) tested and counselled. <i>(Measures service delivery volume.)</i>				
70.	The system shall automatically track the types of services provided (Career Guidance, General Counselling, Career Themed Event/Career Fairs). <i>(Provides insights into service demand.)</i>				
71.	The system shall send an automatic notice of registration (with login credentials) to a jobseeker once the account is registered via their registered				

	cell phone number/email. <i>(Enhances immediate notification and access.)</i>				
72.	The system shall allow schools/ institutions to register by providing all the mandatory fields (refer to the Annexure B) <i>(Enables school, vocational and training institutions registration for vocational and career counselling services.)</i>				
73.	The system shall allow individual learners/students/job seekers to register by providing all the mandatory fields (refer to the Annexure B) <i>(Enables individual registration for counselling services.)</i>				
74.	The system shall support the assignment of counsellors to each counselling request by the vocational counselling sub-division head. <i>(Manages counsellor workload and assignments.)</i>				
75.	The system shall send automatic email or SMS reminders to clients (schools/learners/job seekers) about upcoming counselling sessions. <i>(Improves attendance and reduces no-shows.)</i>				
76.	The system shall allow jobseekers to upload cv to populate their profile or create a new one from scratch.				
77.	The system shall include a module for educational and vocational training institutions to register and submit information on vocational attachments and internship opportunities. <i>(Supports collaboration with educational sector (Employment Services Act, Section 13(f)))</i>				
78.	The system shall maintain a register of licensed private employment agencies, including their licensing status and compliance records. <i>(Supports regulation of private agencies (Employment Services Act, Section 13(k)))</i>				
79.	The system shall allow designated training providers to post and manage training opportunities for job seekers and retrenched workers. <i>(Facilitates training program dissemination (Employment Services Act, Section 14(1)(c)))</i>				
80.	The system shall provide a mechanism for the bureau to direct designated educational, training, or other institutions to submit information on persons who completed/are in accredited programs, and courses offered <i>(Ensures compliance with information directives (Employment Services Act, Section 18(2)))</i>				

81.	The system shall allow the Director to approve or refuse applications for private employment agency licenses based on prescribed criteria. <i>(Supports licensing process (Employment Services Act, Section 20(3)).)</i>				
82.	The system shall enable the Director to issue, renew, and cancel private employment agency licenses, including providing written notice of decisions and reasons for refusal/cancellation. The system shall be able to remind private employment agencies three months prior to expiry date and deactivate accounts upon expiry. <i>(Supports license management and due process (Employment Services Act, Sections 21, 22))</i>				
83.	The system shall provide a mechanism for the Minister to grant exemptions to employers or categories of employers from certain provisions of the Act, as prescribed (facilitated by the Office of the Director). <i>(Supports exemption process (Employment Services Act, Section 15(6)))</i>				
84.	The system shall incorporate an AI-helpdesk(chatbot) with the following abilities: continuous learning, analytics & insights, proactive support, 24/7 virtual assistance and an automated ticketing system				
85.	The system shall be able to seamlessly integrate with a mobile application that is having offline working capabilities				
86.	The system shall be able to calculate the years of professional experience of a jobseeker				
87.	The system shall be able to calculate the Grade 11/12 points of a jobseeker using either Old/ New curriculum grading points.				
88.	The system shall include a comprehensive list of occupations as defined in the Namibia Standard Classification of Occupations.				
89.	The system shall categorise each occupation according to NASCO standards, with associated occupation codes, titles, and descriptions. The occupation list must be searchable and filterable by category, level, and sector.				
90.	The system shall include a structured list of industries as per the International Standard Industrial Classification (ISIC) of economic activities.				
91.	The system shall include a structured list of industries relevant to the Namibian labour market. Each industry should include an industry code,				

	name, and description				
92.	The system shall allow linkage between industries and occupations where applicable.				
93.	The system must enforce feedback submission from either: a) Jobseekers, who are required to update their employment status through the NIEIS once they become employed; or Employers, who must indicate through NIEIS when they have successfully employed a registered jobseeker.				
94.	The system should allow the Employers to have sub-accounts <i>(for examples two HR practitioners have access to one company profile with different login details)</i>				
95.					

Non-Functional Requirements

ID	Non-Functional Requirement Description	Compliant (Y/N)	Existing Solution? (Y/N)	Vendor Module	Vendor Comments
1	The system shall ensure optimal speed and scalability.				
2	The system's font sizes must be legible and scalable, with sufficient colour contrast to meet accessibility standards and enhance overall readability and navigation.				
3	The system shall all user interface changes must be optimized for low-bandwidth users by minimizing or avoiding media-heavy assets to ensure fast loading times.				

ID	Reporting Requirement Description	Compliant (Y/N)	Existing Solution ? (Y/N)	Vendor Module	Vendor Comments
Section 6 : Terms of Reference					
1	The system shall allow adding of towns dropdown under the regions on jobseekers registration and at the back end when employment officers are searching				
2	The system shall ensure that an employed and Unemployed filter is needed when searching for resumes				
3	The system shall ensure all jobs to be listed when users filter per town or region on system interface				
4	The system shall implement standardised dropdown menus for entering required skills to assist in filtering and reporting				
5	The system shall provide an administrative interface to manage and standardize the master list of skills, qualifications, industries, and towns/regions. <i>(Essential for data quality and consistent filtering (addresses FR-12, FR-13, FR-25))</i>				
6	The system shall generate comprehensive reports on labour market trends, including in-demand skills, average salaries for specific roles, and regional employment statistics as well as all gazette templates. <i>(Supports policy making and vocational training initiatives)</i>				
7	The system shall allow administrators to manage and audit user accounts (both job seekers and employers), including password resets and account suspensions. <i>(Ensures security and proper platform usage)</i>				
8	The system shall provide a mechanism for administrators to manually review and approve new employer registrations to ensure legitimacy. <i>(Prevents fraudulent postings.)</i>				
9	The system shall generate alerts for administrators regarding suspicious activities or potential policy violations (e.g., excessive job posts, unusual login patterns). <i>(Proactive security monitoring.)</i>				

10	The system shall allow Employment Officers to send targeted communications (e.g., bulk SMS/email) to specific groups of job seekers based on their profiles or location. <i>(For career fairs, training opportunities, or specific job drives.)</i>				
11	The system shall provide a clear audit trail of all significant actions performed by users and administrators within the system. <i>(Essential for accountability and troubleshooting)</i>				
12	The system shall include a module for educational and vocational training institutions to register and submit information on vocational attachments and internship opportunities. <i>(Supports collaboration with educational sector (Employment Services Act, Section 13(f)))</i>				
13	The system shall maintain a secure, auditable list of non-Namibian citizens granted work permits, including their occupations, and allow for reporting to advise the Minister on training needs for Namibian citizens in those fields. <i>(Ensures compliance and informs national training strategies (Employment Services Act, Section 13(j)))</i>				
14	The system shall enable retrieval of all licensed private employment agencies, including their applications, licensing status and compliance records for example (renewal, rejections, prior expiry notifications, etc.) <i>(Supports regulation of private agencies (Employment Services Act, Section 13(k)))</i> <i>(Supports licensing process (Employment Services Act, Section 20(3)))</i>				
15	The system shall enable retrieval of designated training institution including all posts and training opportunities offered to job seekers and retrenched workers. <i>(Facilitates training program dissemination (Employment Services Act, Section 14(1)(c)))</i>				
16	The system shall enable the bureau and designated institutions to retrieve information on persons who completed/are in accredited programs, and courses offered <i>(Ensures compliance with information directives (Employment Services Act, Section 18(2)))</i>				

17	The system shall enable retrieval of all exemptions granted to employers or categories of employers from certain provisions of the Act, as prescribed (facilitated by the Office of the Director). <i>(Supports exemption process (Employment Services Act, Section 15(6)))</i>				
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REPORTING REQUIREMENT

GENERAL SECURITY REQUIREMENTS

ID	General Security Requirement Description	Compliant (Y/N)	Existing Solution? (Y/N)	Vendor Module	Vendor Comments
1	The system shall allow users to be able to verify their accounts after creation Via Email				
2	The system shall ensure that all sensitive data (e.g., personal information, passwords, financial details) be encrypted both at rest (in storage) and in transit (during communication). <i>(Protects data from unauthorized access.)</i>				
3	The system shall implement robust Role-Based Access Control (RBAC) to ensure users (job seekers, employers, administrators) only access data and functionalities strictly necessary for their roles. <i>(Minimizes the risk of unauthorized data exposure or manipulation.)</i>				
4	The system shall ensure that all software development and maintenance adhere to				

ID	General Security Requirement Description	Compliant (Y/N)	Existing Solution? (Y/N)	Vendor Module	Vendor Comments
	secure coding practices (e.g., OWASP Top 10 guidelines) to prevent common vulnerabilities. <i>(Builds security into the system from the ground up.)</i>				
5	The system shall ensure that a comprehensive incident response plan be in place and regularly tested to effectively detect, respond to, and recover from security breaches. <i>(Ensures a structured approach to security incidents.)</i>				
6	The system shall implement Multi-Factor Authentication (MFA) for all user types. <i>(Adds an extra layer of security beyond just passwords.)</i>				
7	The system shall enforce strong password policies (e.g., complexity requirements, regular expiry, disallowing reuse). <i>(Improves user account security.)</i>				
8	The system shall implement robust logging and monitoring of all security-relevant events (e.g., login attempts, data access, configuration changes) and provide alerts for suspicious activities. <i>(Enables detection of and investigation into security incidents)</i>				
9	The system shall conform to all the international security standards.				

INTERFACES (INTEGRATION) FUNCTIONAL REQUIREMENTS

ID	Integration Requirement Description	Compliant (Y/N)	Existing Solution? (Y/N)	Vendor Module	Vendor Comments
1	The system shall enable the verification of the provided data at the required stages with the relevant entities through NamX. <i>(MHAISS, BIPA, SSC, EEC, NQA, NamRa, NSA, NATIS)</i>				

TECHNICAL ENVIRONMENT REQUIREMENTS

ID	Technical Environment Requirement Description	Compliant (Y/N)	Existing Solution? (Y/N)	Vendor Module	Vendor Comments
1,	The system shall ensure User Device Compatibility Web browsers: Chrome, Firefox, Edge, Safari. Mobile Phones: Android 9+, iOS 13+, HarmonyOS 3+, Chrome OS, etc.				
2.	Legacy System Integration The system shall fully support the migration of all data from the existing NIEIS platform, ensuring that historical data, user profiles,				

ID	Technical Environment Requirement Description	Compliant (Y/N)	Existing Solution? (Y/N)	Vendor Module	Vendor Comments
	and application records are preserved in their entirety without any loss or corruption.				

TRAINING REQUIREMENTS

ID	Training Requirement Description	Compliant (Y/N)	Existing Solution? (Y/N)	Vendor Module	Vendor Comments
1	Quality Assurance The bidder shall involve the Project Team from the project kick-off to the hand-over of the system.				
2	Knowledge Transfer Training (End Users, Administrators, Employment Officers, IT Team)				

ID	Training Requirement Description	Compliant (Y/N)	Existing Solution? (Y/N)	Vendor Module	Vendor Comments
1	Quality Assurance The bidder shall involve the Project Team from the project kick-off to the hand-over of the system.				
	The bidder shall deliver: - comprehensive administration tools - knowledge transfer sessions (including documentation), - ongoing support guidelines, to ensure they can effectively manage, operate, and maintain the NIEIS system after handover				

TESTING REQUIREMENTS

ID	Training Requirement Description	Compliant (Y/N)	Existing Solution? (Y/N)	Vendor Module	Vendor Comments
1	The bidder shall provide all the necessary testing scripts and check list to test the functionality of the proposed solution				
2	The bidder shall provide testing environment for user acceptance testing and all other technical testing (security, system, etc)				

TECHNICAL DOCUMENTATIONS

ID	Technical Requirement Documentation	Compliant (Y/N)	Existing Solution? (Y/N)	Vendor Module	Vendor Comments
1	The bidder shall provide system architecture diagrams, technical specifications, security plan, API documentation, code documentation, and deployment guides				
2	The bidder shall provide user manuals, installation guides, maintenance manuals and training materials				