



REPUBLIC OF NAMIBIA

MINISTRY OF FINANCE AND PUBLIC ENTERPRISES

PUBLIC PROCUREMENT REVIEW PANEL

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Moltke Street,

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Windhoek

Enquiries: **Kaarina Kashonga**

**IN THE PUBLIC PROCUREMENT REVIEW HEARING
HELD ON 20 AND 21 JUNE 2023**

IN THE MATTER BETWEEN

OMAMBUDU SECURITY SERVICES CC

FIRST APPLICANT

WILLCO PROTECTION SERVICES

SECOND APPLICANT

CHIEF NANGOLO SECURITY SERVICE CC

THIRD APPLICANT

NAHOLE SECURITY AND DEBT COLLECTIONS SERVICES CC

FOURTH

APPLICANT

SIX THOUSAND SECURITY SERVICES CC

FIFTH APPLICANT

AND

CENTRAL PROCUREMENT BOARD OF NAMIBIA

FIRST RESPONDENT

& OTHERS

IN A REVIEW APPLICATION MADE IN TERMS OF SECTION 59 OF THE PUBLIC
PROCUREMENT ACT, ACT 15 OF 2015

**BID NO: G/OAB/CPBN-06/2022 – PROCUREMENT OF RENDERING OF SECURITY
SERVICES TO THE MUNICIPALITY COUNCIL OF SWAKOPMUND FOR A
PERIOD OF TWENTY-FOR (24) MONTHS**

Coram: Ehrenfried Honga (Chairperson), with Paulina Kandali Iyambo, Selma-
Penna Utonih, Lukas Kudumo Siremo (but dissented iro order under 7.2) and
Fillemon Wise Immanuel (but dissented iro order under 7.3).

Heard: 20 and 21 June 2023
Decided: 26 June 2023

ORDER

1. INTRODUCTION:

- 1.1 A hybrid meeting was held, using both physical and virtual modes.
- 1.2 Having heard Mr. Nafimane Halweendo, for the First and Third Applicants (Omambudu Security Services and Chief Nangolo Security Services cc), Mr. Kadhila Amoomo, for the Fourth Respondent (Nahole Security and Debt Collection Services cc), Ms Jamellee Janke for the Fifth Applicant, and other interested parties, who were joint in terms of sub-regulation 42(5)(a) of the Public Procurement Regulations (hereinafter referred to as “the Regulations”) to the Public Procurement Act, 2015 (Act No. 15 of 2015) and as amended (hereinafter referred to as “the Act”) and;

Having read the applications for review and other documents filed as part of the record, the Review Panel made the following findings and subsequent order hereunder towards the end.

2. POINTS IN LIMINE:

- 2.1 At the commencement of the review proceedings, the Chairperson asked if any of the Parties would like to raise any points in *limine* before hearing the merits of the matter. The legal representative of the Fourth Applicant objected to Mr. Festus Hamukwaya representing the First Respondent while he had administered an oath or commissioned a replying affidavit for the First Respondent. Furthermore, Mr. Hamukwaya has an interest

in the matter to which the replying affidavit he has commissioned relates. This is prohibited in terms of Section 7 of the Justices of the Peace and Commissioners of Oath Act, 1963 (Act. No. 16 of 1963) read with Regulation 7(1) issued under Section 10 of the same Act. Moreover, Mr. Hamukwaya is an Attorney, who is in the employment of the First Respondent as Legal Advisor, hence the exemption under the Schedule would not arise in his respect.

- 2.2 The First and Third Applicants submitted that they were not served with the Respondent's Replying Affidavit, thus their review applications were never responded to, making them unopposed.
- 2.3 The Fifth Applicant further alluded to the fact that the First Respondent violated Regulation 7(3) when it evaluated bids for longer than the prescribed period, not exceeding 30 days, as by 23 March 2023, the First Respondent was still busy seeking for clarifications.
- 2.4 **The Interested Parties or Persons (PIS Security Services and Omle Security services cc)** submitted that if any party did not file an Affidavit, it has forfeited its right to be heard, therefore, such a party should not be given an opportunity to make submission.
- 2.5 **The First Respondent response to the above**
The First Respondent in response to the First and Third Applicant's claims, regarding non-service, stated that the Act did not enjoin the public entity to serve a Replying affidavit to the interested parties, but only to the Review Panel as per Regulation 42(4). Moreover, the First Respondent was only served with the review applications by Omambudu Security Services cc, Nahole Security and Debt Collection Services cc and Six Thousand Security Services cc.
- 2.6 Furthermore, the First Respondent submitted that there are scenarios of conflict of interest, on page 8 of the bidding documents, and one of the scenario clearly indicates that Parties must not be represented by one legal representation. Thus, the fact that Omambudu and Chief Nangolo are represented by one legal representative contravene the aforesaid bid condition and the same apply to PIS Security Services cc and Omle Security Services cc. This was objected to by both bidders' legal representatives.
- 2.7 Finally, the First Respondent confirmed that it is indeed true that, Mr. Festus Hamukwaya is a Legal Representative of CPBN and he (Mr. Hamukwaya) was the Commissioner of the Oath (see annexure 1.0). The First Respondent further indicated that they were advised by the Review Panel Secretariat that the Replying affidavit can be commissioned by the First Respondent's Legal Advisor, but wanted to know from the Fourth Respondent's legal representative to point which section of the law in the Justices of the Peace and Commissioners of Oaths Act 16 of 1963, which states that such a commissioning as argued is against the law.

2.8 Review Panel Resolutions

Based on the above, the Review Panel passed the following interlocutory order:

- (i) That all replying affidavits from the Public Entity were defective on the strengths that they were commissioned by Mr. Hamukwaya, an Attorney, in the employment of the First Respondent as a Legal Advisor, contrary to Section 10(1)(c) read with Regulation 7(1) of the Justices of the Peace and Commissioners of Oath, rendering all applications to be unopposed;
- (ii) That Willco Protection Services did not comply with Regulation 42(3), such that it never served its review application to the public entity or any party, and thus its review application would not be heard;
- (iii) That the prohibition of bidders from being represented by one legal representative as contained in the bidding document, violates parties's rights to access of justice, including entitlement to the legal representatives of their choice, hence it is untenable;
- (iv) That the evaluation of bids by the CPBN can be considered to be within the stipulated 30 days, due to the fact that the Board has an exemption from the Minister of Finance and Public Enterprises to examine and evaluate bids beyond 30 days. That the validity of such an exemption will be confirmed afterwards before the Review Panel makes its final decision.

Pursuant to the above interlocutory orders, the hearing proceedings for the compliant review applications, continued as indicated below.

3. GROUNDS FOR THE REVIEW AS CONTAINED IN THE APPLICANTS APPLICATIONS FOR REVIEW:

- 3.1 **The First Applicant** (Omambundu Security Services cc) stated that according to the government gazette No. 6414 dated 15 September 2017 article 9 (1) (2) (3) of the Collective Agreement for minimum wage and adjustment for Security industry, which is still in force, states explicitly that the minimum wage in the Security industry shall be:
- Security Officers who have been in services less than 12 months shall be paid a minimum of N\$8.75 per hour;
 - While the Security Officers who have been in services for more than 12 months shall be paid a minimum of N\$10.00 per hour
- 3.2 Since the contract in question is for two years on a fix bid amount and further was evaluated based on security guards with Grade 10 or 12, security training and two years experience, the provision of Article 9 (3) of the Collective Agreement should apply.
- 3.3 The First Applicant further alleged that all the selected bidders have bid prices (i.e their rates per hour are) below the prescribed rates.

Relief sought

The First Applicant requests that the Review Panel set aside the procurement process and start afresh in terms Section 60(f) of the Public Procurement Act.

- 3.4 **The Third Applicant** (Chief Nangolo Security Services cc) stated that it was disqualified based on the reason that it submitted a lease agreement that was not supported by a fitness certificate as required in ITB 5.3 (ii) and the mandatory requirement, item No.4.6 of the standard bidding document. However instructions to bidder (ITB) 5.1 (ii), stipulates that a bidder must provide a valid latest fitness certificate from Municipality or Town Council and title deed or lease agreement from Erongo Region, and that meant that a bidder was required to provide one of the two requirement. As such, the Third Applicant chose to provide the lease agreement only.

Relief sought

The Third Applicant requested the Review Panel to set aside the Notice for selection of award and order the CPBN to follow the Procurement act.

- 3.5 **The Fourth Applicant** (Nahole Security and Debt Collections Services cc) stated that it was disqualified on the allegation that it has a relationship with Six Thousand Security Services CC. Further, it denied that it has any relationship with Six Thousand Security Services and put it on CPBN to prove it beyond reasonable doubts.

Relief sought

The Fourth Applicant request that the Review Panel to set aside the selection of award and start the procurement process afresh.

- 3.7 **The Fifth Applicant** (Six Thousand Security Services) was disqualified for purportedly submitting an invoice similar to the one submitted by Nahole Security Services and Debt Collections. It further stated that on 23rd March 2023, the Applicant received a letter from the Respondent in which it sought clarification in respect of invoice number IN238584 issued on the 14th December 2020 by J Gerdes Uniwear. The clarification was provided on 27 March 2023. The Fifth Applicant further alleges that no suggestion in this letter (of 23 March 2023) was made that there was any fraudulent misrepresentation on the Applicant side.

Relief sought

The Applicant hereby seek that the Review Panel set aside the disqualification and direct that the Respondent re-evaluate all the bids.

4. APPLICANT'S SUBMISSIONS AT THE REVIEW PANEL HEARING:

- 4.1 The First Applicant explained that all the selected bidders did not comply with section 138(2) of the Labour Act, 2007 (Act No. 11 of 2007) which is part of the mandatory bidding document requirement as per ITB 13.1(f)(6). The contract must be awarded to the lowest evaluated substantially responsive bidder in terms of section 55 (1) including compliance with the minimum wage requirements as per the Collective Agreement for

the Security Industry. The minimum wage is in line with the written undertaking as contemplated in section 138(2) of the Labour Act, 2007 (Act No. 11 of 2007). However, according to the Applicant all awarded bidders bided below the minimum value of NAD 10/guard for guards who have more than twelve months experience. The requirement in the bidding document, according to the Applicant, was specified to be at minimum two years. The notion of awarded bidders bidding below the threshold was disputed by PIS Security Services and Omle Security Services of which they maintained that their respective rates per guard were not at all below N\$10, as alleged by the First Applicant.

- 4.2 The Third Applicant submitted that page 7 of 14 of the Executive Summary clearly indicates that the Third Applicant complied with all the requirements. However, it was disqualified based on Evaluation Criteria under ITB 4.6 and ITB 5.3 (ii) of the bidding document which states as follow:

ITB 5.3 (ii). Bidders are required to provide either of the following to confirm the location where the bidders operate from:

1. *Valid latest fitness certificates from Town Council or Municipality and title deed or*
2. *Lease agreement to confirm the location that the bidder operates from this region"*

And

Evaluation Criteria 4.6, states that: "Has the bidder provided a valid latest Fitness Certificates from Municipalities or Town Councils and title deed or lease agreement from Erongo region to confirm the location that the bidder is operating in the region?"

- 4.3 The Third Applicant submitted that, therefore what the First Respondent would have done is to ask whether the Third Applicant provided either:
- a) a valid latest Fitness Certificates from Municipalities or Town Councils and title deed; or
 - b) a lease agreement, from Erongo region to confirm the location that the bidder is operating in the region?
- 4.4 Furthermore, the Third Applicant submitted that Evaluation Criteria 4.6 on page 33 of the bidding document and ITB 5.3 on page 22 of the bidding document were in conflict of each other and in such a case ITB 5.3 should take precedence as provided for in terms of Section II of the bidding document.
- 4.5 The Fourth Applicant, argued that what is key is that it questions the process followed by the First Respondent, as it never afforded the Fourth Applicant an opportunity to be heard with regards to the matter of having a similar invoice with the Fifth Applicant. In addition, the Fourth Applicant still argued that the First respondent violated Regulation 7(3) as it never completed the evaluation in 30 days, but rather went beyond that.

- 4.6 The Fifth Applicant informed the Review Panel that the impugned decision as it relates to the Applicant and as apparent from page 4 of the Executive Summary indicates as follow:
“the bidder submitted the same proof of ownership for the essential tools (same invoice with the same number, IN238584) as that of Nahole Security and Debt Collection Services CC. Thus, construing that the bidders were found to be conflicted in terms of ITB6.1 (d) and contravened ITB 3.2 (ii) for fraudulent practices and (misrepresentation) by supplying false information”.
- 4.7 In addition, the Fifth Applicant advanced that on or about 23 March 2023, it received a letter from the First Respondent in which it sought clarification in respect of Invoice IN238584 issued on the 14th of December 2020 by J Gerdes Uniwear. Such a letter did not suggest that there was any fraudulent misrepresentation on the Applicant’s side as it is now appears in the Executive Summary. The clarification was provided, by explaining the circumstances giving rise to the same invoice. To this, the Fifth Applicant alleges that the First Respondent did not consider the representation made in this regard, by the Applicant and J. Gerdes Uniwear, and this action on the part of the First Respondent was therefore unfair and therefore irregular.
- 4.8 The Fifth Applicant claimed that the invoice in question indeed belongs to Six Thousand Security Services cc and also stated that it was a surprise that it’s invoice appeared in any other document, which should not be the case. Thus, the Fifth Applicant requested that the procurement process be terminated and start afresh in accordance with Section 60 (f).

5. INTERESTED PARTIES OR PERSONS:

- 5.1 Some of the Interested Parties (PIS Security Services and Omle Security Services) who served their replying affidavit in terms Regulation 42(4) in response to the review applications of the First and Fourth Applicants submitted that they will not respond to the merits of the Third and Fifth Applicants’ submissions as they were not served with the review applications. Furthermore, the above mentioned interested parties or persons instead reminded the Review Panel of its decision of 4th October 2021, on the case between Nahole Security Services and Debt Collection cc vs Karibib Town Council, when the review application was dismissed on the basis that the Applicant did not serve the Interested Parties. In premise, it was argued that the Third Applicant should not be heard because it did not serve its review application on PIS Security Services cc.
- 5.2 The Review Panel referred to a Public Procurement Review Hearing held on 20 March 2023 and decided on 22 March 2023, in the matter between Chief Nangolo Security Services cc (1st Applicant) and Omle Security Services cc (2nd Applicant) versus Oshikoto Regional Council (1st Respondent) for bid reference number: NCS/ONB/ORC- DEAC 01/2022: The provision of security services to the Ministry of Education, Arts, and Culture for a period of 24 months. It was then queried as why

Omle Security Services cc is objecting to the matter of this bid when it comes to all bidders not adhering to the minimum prescribed rates of the collective agreement as stated in paragraph 3.1, since in the above stated review hearing the review application from Omle Security was based on the same matter of a selected bidder having provided rates below the minimum wage. Moreover, that matter was decided in favour of Omle Security Services cc, but now Omle Security Services cc seems to suggest that provided rates below the minimum prescribed rates is acceptable.

- 5.3 Omle Security Services cc responded by saying that Omle Security Services offered rates which are in fact above the minimum prescribed wage rates, as they quoted for N\$ 11.30 and in the same vein PIS Security Services cc replied to have quoted above the prescribed minimum wage rates.

6. FINDINGS OF THE REVIEW PANEL

Having heard the Parties at the Review Panel Hearing and having considered the written submissions of the Parties, the Review Panel made the following findings:

- 6.1 It is observed from the documents submitted by the First respondent, specifically the minutes and attendance register of the BEC that the examination and evaluation process of the bids commenced on 06 December 2022 and were completed on 19 December 2022, and this is within 30 days as stipulated under Regulation 7(3). Moreover, the re-evaluation, corrections and amendment to the initial evaluation process was done based on the Board's decision of Resolution CPBN-01/09/2023 which was made in terms of Section 9(1)(l)(ii) of the Act.
- 6.2 That there was a dispute of fact between Omambundu Security Services and PIS Security Services cc and Omle Security Services cc. The Review Panel cross checked with figures as stipulated in the BEC report number 2 of 16 March 2023, which is a revision of BEC report number 1 of 9 February 2023 (See Annexure 2.0) and found that all the awarded bidders quoted figures above NAD 10.00, as mandated by the Collective Agreement on Minimum Wage in the Security Industry. This is found in the BEC report number 1 on page 43 of 47 or BEC report number 2 on page 40 of 45.
- 6.3 That with regard to the invoice of number IN238584 with the same items and same quantities found in the bid document of the Fourth Applicant and Firth Applicant, that the arguments raised by both applicants are contradicting, and also contradicts the clarification letter and sworn affidavit issued by the supplier, J. Gerdes Uniwear and as such four of the Review Panel members were not convinced that there was no conflict of interest in terms of ITB 6.1(d) of the bidding document. See annexures 3.0 and 4.0 with a clarification sought by the First Respondent and the response provided by the supplier, J. Gerdes Uniwear respectively.

- 6.4 Moreover, it was observed that, the supplier stated that invoice IN238584 was issued to Shilimela Security Services in December 2020 (See Annexure 4.0), but in the bid document of the Fifth Applicant it has it under its name and not that of Shilimela Security Services and whereas in the bid document of the Fourth Applicant, this same invoice is also under its name and not under the name of Shilimela Security Services. In addition, the Fifth Applicant has argued that invoice IN238584 only belongs to it and no other bidder and such allegations were not disputed by the Fourth Applicant. Thus, four Review Panel members found that the Fourth and Fifth Applicant are conflicted as per ITB 6.1(d) just as stated by the BEC in its BEC report.
- 6.5 The fifth review panel member, reminded the Review Panel that central to the reason why the impugned decision of the First Respondent is a subject of review, is not to determine whether or not, the decision is correct, but, whether or not the correct procedures were followed in the arriving to the impugned decision. The member indicated that his dissenting view is anchored in the principle of administrative justice as provided for under Article 18 of the Namibian Constitution. Below are the grounds why the member dissented:
- (i) That it was not clear as to how the First Respondent used the clarification sought from both Fifth Applicant and J Gerdes Uniwear;
 - (ii) That the First Respondent reached out to one of the bidders, being the Fifth Respondent, i.e. Six Thousand Security Services cc, but no evidence was presented that the First Respondent also reached out to the Fourth Applicant, i.e. Nahole Security and Debt Collections Services cc. This action is sufficient to render the process irregular and therefore, a nullity;
 - (iii) Finally, and equally, there was no evidence that the First Respondent sought permission from the Fifth Applicant, to contact a third party, i.e. J. Gerdes Uniwear, regarding the Fifth Applicant's bid. Getting consent of the affected party to contact third parties is even more critical when the information that the third will provide, will have an influence, particularly an adverse effect on the commercial interest of the bidder.
 - (iv) The instances in terms of which bidders may be disqualified are set out under Sections 50 and 67 of the Public Procurement Act and anything else not provided for thereunder, would lead to arbitrariness and/or reconstruction and re-definition of the law.
- 6.6 One of the Review Panel members provided some clarity on paragraph 6.5 above based on the documentation that were provided by the First Respondent. That, the First Respondent firstly wanted clarity from the supplier, J. Gerdes Uniwear which it wrote a letter of clarification dated 28 February 2023 and the supplier responded on 1 March 2023 (refer to annexure 3.0 and 4.0). That on 23 March 2023, the First Respondent wrote letters to both the Fourth and Fifth Applicants, to seek clarification of the same

invoice IN238584 (see annexure 5.0 and 6.0 of the respective letters) and the two bidders were made aware that the supplier was also contacted on the same matter. That on 27 March 2023, both the Fourth Applicant and Fifth Applicant responded to the clarifications (see annexure 7.0 and 8.0 respectively).

- 6.7 With regard to the conflict reading on ITB 5.3 (ii) and Evaluation Criteria 4.6, four of the Review Panel members indeed confirmed as such, that the instructions to bidders on page 22 were clear; the requirement was to submit a Valid latest Fitness Certificate and title deed or a lease agreement and Chief Nangolo chose to submit a Lease agreement, which is one of the requirement(s). However, the fifth review panel member dissented that, ITB5.3(ii) is a continuation and cannot be read in isolation, as this is further observed in ITB 1.1 of the bidding data sheet (BDS) which is clear as shown in evaluation criteria 4.6, that you need a valid fitness certificate and a title deed or a valid fitness certificate and a lease agreement.

7. DECISIONS OF THE REVIEW PANEL:


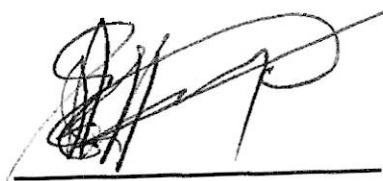
Based on the above findings, the Review Panel orders the following:

- 7.1 That Review Application from First Applicant (Omambundu Security Services cc) challenging the First Respondent's selection decision for award, on the basis that the selected bidders quoted for rates per guard below the prescribed minimum wage rates in the security industry, is hereby dismissed in terms of Section 60 (a) of the Act; and the earlier decision by the First Respondent is confirmed in terms of Section 60(e). The reason for this finding is because, none of the bidders recommended for award quoted a rate below N\$10.00 (source document – BEC report 2 of 16 March 2023). The members were unanimous on this finding.
- 7.2 That the Review Application by the Third Applicant (Chief Nangolo Security Services cc), challenging its disqualification on the basis of only having submitted a Lease Agreement, the Review Panel Members found that the decision of the First Respondent disqualifying the Applicant in the instance where the bidding document provided for either or, was unfair, irregular and unlawful. Therefore, the concerned decision by the First Respondent in respect of Zone 1, 2 and 3, is hereby set aside in terms of Section 60(c), and the matter is referred back to the First Respondent for **re-evaluation of stage 1 from the mandatory requirements document evaluation criteria**. The reason for this finding is because Section II -bidding data sheet of the bidding document under which ITB 5.3(ii) is found supersede evaluation criteria 4.6 and the former provides for either/or. Four members were unanimous of this finding, with one dissenting by placing ITB 1.1 and evaluation criteria 4.6 as discussed in paragraph 6.7.
- 7.3 That the Review Applications from both the Fourth Applicant (Nahole Security and Debt Collections Services cc) and Fifth Applicant (Sixth Thousand Security Services cc) for challenging the First Respondent's decision to disqualify them on the basis of

having submitted the same invoice IN238584 are dismissed in terms of Section 60(a), and thus confirms the decision of the Board in terms of Section 60(e). The reason for this finding was that the two applicants did not provide satisfactory explanation as to why they submitted the same invoice, IN238584 of the same number of items and quantities and as further discussed in paragraph 6.4 and 6.6. Four members were unanimous of this finding, with one dissenting by placing reliance on the discussion as per paragraph 6.5 (i) – (iv) above.

7.4 The effective date of this order is 26 June 2023.

7.5 That the First Respondent i.e Public Entity/ The Board shall provide proof of implementation of this Order to the Procurement Policy Unit within thirty (30) days from receipt date of this Order. A copy of the proof should be sent to the Review Panel Secretariat.




Mr. Ehrenfried Honga
CHAIRPERSON: REVIEW PANEL (IRO THIS MATTER)

Annexure 1.0 The Board Reply Affidavit page revealing oath administered by Mr Festus Hamukwaya


AMON NGAVETENE

I hereby declare that the deponent has sworn to and signed this statement in my presence at WINDHOEK on the 26TH day of May 2023 and he has declared as follows: that the facts herein contained fall within his personal knowledge and that he understands the contents hereof; that he has no objection to taking the oath; that he regards the oath as binding on his conscience and has declared as follows:

"I swear that the contents of this Sworn Affidavit are true and correct, so help me God".


COMMISSIONER OF OATHS

FESTUS HAMUKWAYA
FULL NAMES: ~~Ex-Officio~~ Commissioner of Oaths
CAPACITY: 2nd Floor, Mandume Park
ADDRESS: ~~No. 1~~ Stelnert Street
Windhoek, Namibia
Tel: 061-44 7700

Annexure 2.0: BEC Report number 2 (page 40 of 45) revealing figures for awarded companies indicating salary per guard above the minimum threshold of NAD 10

The BEC only allocated one security provision Lot to four (4) of the lowest responsive bidder per Lot.

Table 15: Allocation of the Lots

Bidder No	Bidder's Name	Lot(s) Allocated per Bidder	Bid Price at Bid Opening (Including)	Discount Offered	Bid Price After Corrections	Arithmetical Error	Bidders Hourly	
							Hourly Rate	RNR (v/x)
37	Omle Security Services CC	Lot 1: Zone 1	3,702,888.00	None	3,332,599.20	(370,288.80)	11.85	✓
							11.65	
		Total Amount			3,332,599.20		11.70	
21	Triple One Investments CC	Lot 2: Zone 2	3,437,726.40	None	3,437,838.00	111.00	11.00	✓
							11.15	
		Total Amount			3,437,838.00		12.75	
							12.95	
9	Netto Investments CC	Lot 3: Zone 3	3,142,656.00	None	3,142,656.00	-	13.00	✓
							12.50	
		Total Amount			3,142,656.00		11.00	
							11.80	
8	PIS Security Services CC	Lot 4: Zone 4	3,490,848.00	None	3,490,848.00	-	11.50	✓
		Total Amount			3,490,848.00			
Overall Total Bid Price for a period of Twenty-Four (24) months (N\$)							13,403,941.20	

The total contract value for the four (4) Lots allocated amounts to N\$13,403,941.20 from an estimated budget of N\$16,308,054.00 and the difference is amounting to N\$2,904,112.80.

Handwritten notes:
#MS VE
m-14

Handwritten signature: E. U. H

Annexure 3.0 : A letter written by CPBN to the Supplier, J. Gerdes Uniwear for clarification of Invoice IN238584



Facilitating public procurement

© 2010-2020 CPBN | P.O. Box 5100 | Windhoek, Namibia | Tel: +264 61 2960 | Email: info@cpbn.com.na

J. Gerdes Uniwear
P.O.Box 5100
Ausspannplatz
Windhoek

Via email: accounts@gerdes.com.na

28 February 2023

Dear Ms. Trix,

RE: INVOICE NO. CLARIFICATION

We hereby would like to confirm which company was issued invoice no./document no **IN238584** dated 14 December 2020. Please provide us with a copy of the aforesaid Invoice.

Your office is kindly requested to respond in writing on the company official letterhead to our enquiry. We will highly appreciate if you could respond in two (2) working days.

Yours Faithfully,


BEC Chairperson

MEMBERS OF THE BOARD: Ms A. Ngavelene (Chairperson), Ms J. Katus-Oas, Ms E. Nghidipa,
Ms H. Harman, Mr O. Nangalo, Mr E. Shilaga, Mr M. Kambuu, Ms M. Shimi, Ms F. Siyoponi (Secretary to the Board)

E.U.H

Annexure 4.0 : A response letter written by Supplier, J. Gerdes Uniwear to CPBN to the
for clarification of Invoice IN238584

J Gerdes Uniwear C C

Uniforms - Corporate Wear - Safety Products

22 Morensky Street
P O Box 5100
WINDHOEK, NAMIBIA
Tel / Fax: +264 61 225361

01 MARCH 2023

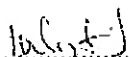
CENTRAL PROCUREMENT BOARD OF NAMIBIA
P O BOX 23850
WINDHOEK
NAMIBIA

Re : INVOICE IN238584 CLARIFICATION

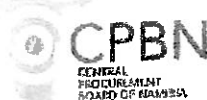
Invoice Number IN238584, dated 14 December 2020, was issued to SHILIMELA
SECURITY SERVICES.

Please see copy attached.

Regards


B MOSTERT
BOOKKEEPER

Annexure 5.0 : A letter written by CPBN to the Fourth Applicant for clarification of Invoice IN238584



Procurement with Integrity

CPBN - Central Procurement Board of Namibia
Private Bag 11417 Windhoek
Tel: +264 61 447 700 Fax: +264 61 447 701
Email: cpbn@cpb.org.na Website: www.cpb.org.na

Enquiries: davidn@cpb.org.na

23 March 2023

Mr. Sem N. Shilimela
Nahole Security Services and Debt Collection Services CC
Ondangwa

By hand / Email: hamkwanabwa12@gmail.com

Dear Mr. Shilimela,

SUBJECT: REQUEST FOR WRITTEN REPRESENTATION IN REGARDS TO INVOICE IN 238584

The above-captioned subject matter bears reference.

Nahole Security Services and Debt Collection Services CC recently took part in the bid for the Procurement of Rendering Security services for 24 Months: NCS/ONB/CPBN-06/2022. This bidding exercise was conducted by the Central Procurement Board of Namibia (CPBN) on behalf of the Municipality Council of Swakopmund.

During the examination and evaluation of the bids and further due diligence conducted by the Bid Evaluation Committee (BEC) it was established that the Invoice No: IN 238584 issued on the 14/12/2020 by J Gerdes Uniwear CC, which was submitted by the bidder in the bidding documents is the same as that submitted by (Six Thousand Security Services CC) who also participated in the same bid.

The CPBN Board asked for clarification on the invoice similarities at the company who issued the invoice, J Gerdes Uniwear CC. The Company confirmed that the original invoice was issued to Shilimela Security Services on the 14/12/2020.

The documents concerned are attached for your ease of reference as Annexure 1 (Nahole Security Services and Debt Collection Services CC), Annexure 2 (Documents obtained from J Gerdes Uniwear CC and Annexure 3 (Documents submitted to CPBN as part of the bid by Six Thousand Security Services CC)

MEMBERS OF THE BOARD: Mr A. Ngavelene (Chairperson), Ms J. Kiarua-Oze, Ms E. Nghidipaa, Ms H. Herman, Mr O. Nangolo, Mr E. Shilongo, Mr M. Karibulu, Ms M. Shimi, Ms. E. Shiponezi (Compliance Practitioner)

E. K. H

Annexure 6.0 : A letter written by CPBN to the Fifth Applicant for clarification of Invoice IN238584



Account with Integrity

CPBN is a member of the Public Procurement Regulatory Authority (PPRA) of Namibia. CPBN is a member of the Public Procurement Regulatory Authority (PPRA) of Namibia.

Enquiries: davidn@cpb.org.na

23 March 2023

Mrs. Esser Pawa Naukosho
Six Thousand Security Services CC
Ondangwa

BY HAND / EMAIL: esserbanda@gmail.com

Dear Mrs. Naukosho,

SUBJECT: REQUEST FOR WRITTEN REPRESENTATIONS IN REGARDS TO INVOICE IN238584

The above-captioned subject matter bears reference.

Six Thousand Security Services CC recently took part in the bid for the Procurement of Rendering Security Services for 24 Months: NCS/ONB/CPBN-08/2022. This bidding exercise was conducted by the Central Procurement Board of Namibia (CPBN) on behalf of the Municipality Council of Swakopmund.

During the examination and evaluation of the bids and further due diligence conducted by the Bid Evaluation Committee (BEC) it was established that the Invoice No: IN238584 issued on the 14/12/2020 by J Gerdes Uniwear, which was submitted by the bidder in the bidding documents, is the same as that was submitted by (Nahole Security Services and Debt Collection Services CC) who also participated in the same bidding process.

The CPBN Board asked for clarification on the invoice similarities at the company who issued the invoice, J Gerdes Uniwear CC. The company confirmed that the original invoice was issued to Shilimela Security Services on the 14/12/2020.

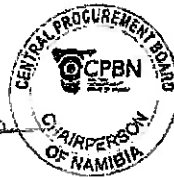
The documents concerned are attached for your ease of reference as Annexure 1 (Documents submitted to CPBN as part of the bid by Six Thousand Security Services CC), Annexure 2 (Documents obtained from J Gerdes Uniwear and Annexure 3 (Documents submitted to CPBN as part of the bid by Nahole Security Services and Debt Collection Services CC).

MEMBERS OF THE BOARD: Mr A. Ngavetona (Chairperson), Ms J. Karus-Ose, Ms E. Nghilipase, Mr H. Herman, Mr O. Njigala, Mr E. Shilongo, Mr M. Kambele, Mr M. Elilim, Ms E. Shilowani (Governance Practitioner)

This letter serves to give you an opportunity to make written representations to reach our office on or before Thursday, 30 March 2023 explaining to the CPBN the similarities in your bidding documents. Kindly note that the deadline for the written submissions will not be extended.

Yours Sincerely,


A. Ngavetona
Chairperson



Annexure 7.0 : A letter written by Fourth Applicant to the CPBN for clarification of Invoice IN238584



NAHOLE SECURITY & DEBT COLLECTIONS SERVICES CC
CC/Registration/2007/0186
VAT: 4349187015
P.O BOX 4166
ONDANGWA
FAX: 065 246217
CELL: 081 7603157

27 March 2023

**TO: CENTRAL PROCUREMENT BOARD OF NAMIBIA
WINDHOEK**

Att: Mr. A. NGAVETENE

**SUBJECT: REQUEST FOR WRITTEN REPRESENTATION IN REGARDS TO
INVOICE IN 238584**

1. Nahole Security and Debt Collection cc is a customer of J Gerdes Uniwear cc since 2018 when I took over as Nahole CEO I approached them to offer me uniforms and other security items on credit but rather they advised me to get a loyal trusted customer who is already doing business with them, for them to offer me credit they advised me to talk to the owner of Shilrnela Security Services whereby he agreed to sign for me and I started getting a monthly credit on each of the 14th day and pay them before the 15th of each month. I was first given a N\$35 000.00 credit per month which later after I got more work increased to N\$70 000.00 per month but all the companies on this credit scheme were only given to receive certain things per month which are uniforms, boots, pepper spray, baton, hand cuffs, pouch's on the same amount to a value of N\$70 000.00 per month.

Annexure 8.0 : A letter written by Fifth Applicant to the CPBN for clarification of Invoice IN238584



THE 6000 SECURITY SERVICES CC

P.O.Box 3855, Ondangwa
Ondangwa Main Road Sun Square Mall Office No. 2, Ondangwa
Cell: 0817215866 or 0812626002
Email:the6000ss@gmail.com

Reg No: CC/2007/3855
VAT: 46543741E

27 March 2023

TO: CENTRAL PROCUREMENT BOARD OF NAMIBIA

ATT: MR. A. NGAVETENE

REQUEST FOR WRITTEN REPRESENTATION IN REGARDS TO INVOICE IN 238584

1. Six Thousand Services cc buys its security uniforms and other accessories from J.Gerdes Uniwear cc since the year 2018. At the beginning we requested J.Gerdes to offer us goods on credit but they have advised us to find a customer who has been with them for a long time in order to buy from their account because at that time they did not trust us they also told us that buying from a trusted longtime customer will benefit us on discounts offered to the existing trusted customers and in the event we fail to honor the credit they will request their payment from them.
2. Since my husband the owner of Shilimela Security Services cc has an account with J.Gerdes Uniwear cc I requested him to sign for my company to receive goods on his account on a 30 days basis which is practice at J.Gerdes Uniwear cc than he signed for me.
3. I have received a monthly credit of N\$70 000.00 per month which is to be issued every 14th day of each month on Shilimela Security account but the invoice is issued to Six Thousand Security Services cc name and after 30 days I will settle the account in full.
4. It was only in July 2022 when J. Gerdes informed me that I have qualified to have my own company account than they splited it from Shilimela Security account.
5. On the similarities on all this invoices is that each company on the credit account is only allowed specific similar items per month against a N\$70 000.00 and if you want different or more items you have to purchase them on cash basis this is an agreed