



Office Burundais des Recettes

"Je suis fier de contribuer à la construction du Burundi"

**NATIONAL OPEN CALL FOR TENDER FILE N° DNCMP/28/S/2024-
2025 FOR THE RENEWAL OF THE ANTIVIRUS LICENSE
KASPERSKY TOTAL SECURITY(RELANCE)**

Publication Date : 15/11/2024

Bid opening date: 04/12/2024

NOVEMBER 2024

PART ONE: TENDER PROCEDURES

1. Purpose.

The OBR hereby invites interested bidders to submit their offers in sealed envelopes for " **The Renewal of the Kaspersky Total Security Antivirus License (Relaunched)** ", the specifications and quantities of which can be found in the second part of this Call for Tenders Document.

2. Financing.

The Market is 100% financed by OBR funds, financial year 2024-2025.

3. Market Specification

The award of this Contract will be conducted by National Open Call for Tenders as defined in the Public Procurement Code of Burundi.

4. Allocation

This contract consists of a single lot.

5. Deadline for execution

The execution period is one year, starting from the day after the expiration date of the current Kaspersky antivirus, i.e. March 28, 2025.

6. Conditions of participation

Participation in the competition is open on equal terms to any legal or natural person meeting the legal, technical and financial conditions necessary for the execution of this contract.

Any bidder affected by one of the rules of incapacity listed in Article 161 of the Public Procurement Code in force in Burundi may not participate in the Call for Tenders.

7. Consultation and acquisition of the Call for Tenders Documents

The Call for Tenders Documents may be consulted on the website of the Burundian Revenue Office (**www.obr.bi**), or consulted every working day from 7:30 a.m. to 12:00 p.m. and from 2:00 p.m. to 5:30 p.m., local time at the following address:

Secretariat of the General Services Commission of the Burundi Revenue Office, VIRAGO COMPLEX Building, Industrial District, Avenue de la Tanzania, No. 936a/A, BP 3465 Bujumbura II, Tel: 22 28 21 46 or 22 28 22 16

It can also be obtained physically from the OBR Supply Department upon presentation of a payment slip of fifty thousand Burundian Francs (50,000 FBU) non-refundable, paid into account No. **CC10003** opened at the Bank of the Republic of Burundi (BRB).

8. Submission of Offers.

Offers in sealed envelopes and written in French must reach the Secretariat of the General Services Commission of the Burundi Revenue Office, VIRAGO COMPLEX Building, Industrial District, Avenue de la Tanzania, No. 936a/A, BP 3465 Bujumbura II, no later than **04/12/2024**

at **9:30** a.m. local time. They must bear the following mention: **Call for Tenders File for market No. DNCMP/28/S/2024-2025, To be opened only in public session on 04/12/2024, at 10:00 a.m.**

9. Opening of Offers

The opening of offers will take place **on 04/12/2024 at 10:00 a.m.** in one of the rooms of the Burundian Revenue Office, VIRAGO COMPLEX Building, Industrial District, Avenue de la Tanzania, No. 936a/A, BP 3465 Bujumbura II, 1st floor.

In accordance with Article 22, paragraph 9 of the Public Procurement Code, a manager required by the Contracting Authority from the DNCMP will attend the tender opening session.

Offers submitted after the date and/or time indicated will be inadmissible and will not be considered for analysis.

10. Commitment period

Bidders shall remain bound by their bids for a period of one hundred and twenty (120) calendar days from the deadline for submission of bids.

11. Bank guarantee for submission

A bank guarantee of **two million (2,000,000 BIF)** is required. This guarantee will expire 30 days after the validity period of the offers.

Guarantees must be issued by a bank or microfinance institution approved by the BRB. These guarantees must also include the physical and electronic addresses of the issuing institutions.

12. Information

Any request for information must reach the Contracting Authority no later than ten (10) calendar days before the opening of the tenders.

Done in Bujumbura, 15/12/2024

**THE COMMISSIONER OF GENERAL SERVICES
AND PERSON RESPONSIBLE FOR PUBLIC PROCUREMENT**

Diomedes is a god

I. SPECIAL RULES FOR CALL FOR TENDERS

I.1. INSTRUCTIONS TO BIDDERS (IS)

A. GENERALITIES

These Instructions to Bidders are generally in accordance with the provisions of the new Public Procurement Code in force in Burundi.

1. Purpose of the submission

The subject of this Call for Tenders is “ the **Renewal of the OBR Kaspersky Total Security Antivirus License (relaunched)**”.

2. Origin of funds

The payments provided for under this Contract for which this Call for Tenders is launched will be ensured by the Burundian Revenue Office, budget for the financial year 2024-2025.

3. Bidders admitted to compete

Participation in the competition is open on equal terms to legal entities and individuals with the legal, technical and financial capacities necessary for the execution of this contract.

4. Criteria for the origin of supplies

The supplies covered by this contract may come from any country and must comply with the technical specifications contained in the Specific Call for Tender Data.

5. Corruption or fraudulent maneuvers

Burundian legislation requires public officials as well as bidders, service providers, suppliers and contractors to respect the strictest rules of professional ethics during the award and execution of these contracts.

5.1. Under this principle, the following are defined for the purposes of this clause:

the expressions below as follows: 5.1.1. Anyone who offers, gives, solicits or accepts any advantage with a view to influencing the action of a public official during the award or execution of a contract is guilty of "corruption", and 5.1.2. Anyone who distorts or misrepresents facts in order to influence the award or execution of a contract in a manner prejudicial to the buyer is guilty of "fraudulent tactics".

5.1.3. "Fraudulent manoeuvres" include in particular any agreement or collusive manoeuvre by bidders (before or after the submission of the offer) aimed at artificially maintaining the prices of the offers at levels not corresponding to those which would result from the play of free and open competition, and at depriving the Burundian Revenue Office (OBR) of the advantages of the latter.

5.2. In addition, the attention of bidders is drawn to the provisions of the Burundi Public Procurement Code, particularly in Chapter IV dealing with the rules of Ethics and Sanctions in Public Procurement.

B. THE CALL FOR TENDER FILE

6. Content of the DAO:

- Call for Tenders; - Instructions to bidders; - Special Call for Tender Data; - Special Administrative Clauses; - Submission forms; - Price and quantity schedules.

7. Clarifications provided to the Call for Tender Documents

Questions regarding the Tender Document may be addressed in writing to the OBR General Services Commission no later than ten (10) calendar days before the deadline for submission of tenders. The latter will respond to the company that made the request and will distribute the same response to all purchasers of the Tender Document, without however identifying the applicant.

8. Amendments to the Tender Documents

The OBR may, at any time before the deadline for submission of tenders, and for any reason, whether on its own initiative or in response to a request for clarification made by a bidder, amend the Tender Documents (TDD) by publishing an addendum. Any addendum thus published shall form an integral part of the TDD and shall be communicated in writing to all bidders who have purchased the TDD. The latter shall acknowledge receipt, in writing, of each of the Buyer's addendums. In order to give bidders the time necessary to take the addendum into consideration in preparing their bids, the Buyer may extend the deadline for submission of tenders.

C. PREPARATION OF OFFERS

9. Content of the offer

For an offer to be considered complete, it must include the following:
following documents:

1° Envelope containing the technical offer and which will include:

at the administrative level

1. Proof of purchase of the DAO bearing its number
2. A signed and sealed commitment document, drawn up according to the model in the appendix;
3. A bank guarantee of submission in the amount of 2,000,000 BIF, established according to the model in the appendix;
4. A copy of a certificate of non-liability to taxes and duties in force issued by the OBR;
5. A certificate of non-liability issued by the INSS and in force;
6. A Tax Registration Certificate (NIF);

7. A commercial register (copy);
8. A bidder information form, drawn up according to the model in the appendix;
9. A certificate of non-bankruptcy issued by the Commercial Court, dated no more than three (3) months;

10. A certificate of financial capacity of at least 200,000,000 BIF

11. The statutes of the company (legal entity)

2° Envelope containing the financial offer and which will contain:

1. A duly completed tender document according to the model in the appendix; 2. A price schedule completed according to the model in the appendix; 3. A deadline for execution.

N.B:

1) The absence or non-conformity of any of the listed documents above at the administrative level will be processed during the analysis in accordance with article 183 of the Public Procurement Code;

2) The OBR will not assist the recipient in its request for currency.

10. Offer language

10.1. The offer and all documents and correspondence concerning the submission, exchanged between the bidder and the Buyer, will be written in French.

10.2. Additional documents provided by the tenderer may be written in another language provided that they are accompanied by a French translation of the latter, in which case the French translation will be authentic.

11. Amount of the offer and possible discounts

The amount, as detailed in the financial offer, will be calculated and quantified on the basis of the price schedule presented by the bidder. The bidder will therefore indicate the unit prices of all the items appearing in the price schedule and the total prices, and for each of the items.

The bidder shall indicate any unconditional discount and its method of application on the offer form. Contract prices are not subject to revision or updating.

12. Currency of submission

Bidders must express their prices in Burundian francs. The price is inclusive of value added tax.

13. Validity of offers

Offers will remain valid for a period of one hundred and twenty (120) calendar days from the deadline for submission of offers.

14. Bank guarantee for submission

A bank guarantee of two million Burundian Francs (**2,000,000 BIF**) is required. This guarantee will expire 30 days after the validity period of the offers.

Guarantees must be issued by a bank or microfinance institution approved by the BRB. They must also include the physical and electronic addresses of the institutions issuing these guarantees. In the event of non-performance of the contract, this guarantee will be seized.

15. Form and signature of the offer

The bidder shall prepare one original and five copies of the bid, clearly indicating on the copies "ORIGINAL" and "COPY" as the case may be. In the event of any discrepancy between them, the original shall prevail. These copies shall be typewritten or written in indelible ink and shall be signed by the bidder or by a person(s) duly authorized to bind the bidder. All pages of the bid, except printed prospectuses, shall be initialed by the signatory(ies). The bid shall not contain any mention, line spacing, erasure or overwriting.

D. SUBMISSION OF OFFERS

16. Sealing and marking of offers

Bidders shall place the original and copies of their bids in two separate envelopes marked "**TECHNICAL OFFER**" and "**FINANCIAL OFFER**" as appropriate. These envelopes shall then be placed in an outer envelope.

The inner and outer envelopes must:

(a) be addressed to the Buyer at the address indicated in the RPAO; (b) bear the title and number of the DAO, as indicated in the DPAO; (c) bear the words “**DO NOT OPEN BEFORE .../.../2024 at 10:00 a.m.**” followed by the date and time set for the opening of the offers, as specified in the DPAO.

The inner envelopes will also bear the name and address of the bidder so as to enable the Buyer to return the sealed bid if it has been declared “out of time”.

If the inner envelope is not sealed and marked as above, the Buyer will not be liable in any way if the offer is misplaced or opened prematurely.

Offers must be paginated, initialed and include a table of contents.

17. Deadline for submission of offers

Offers must be received at the address specified above no later **than .../.../2024 at 9:30 a.m.** local time. The OBR may, at its discretion, extend the deadline for the submission of bids by publishing any addendum. In this case, all rights and obligations of the Purchaser and bidders previously governed by the initial deadline will be governed by the new deadline.

E. OPENING AND EVALUATION OF OFFERS

18. Opening of offers

The OBR will open the tenders, including any amendments made, in the presence of bidders who wish to attend the public opening session or their representatives as well as a representative of the DNCMP in accordance with Article 22 paragraph 9 of the Public Procurement Code, **on 04/12/2024 at 10:00 a.m.** and at the address indicated below:

OBR General Commission, VIRAGO
COMPLEX Building, Industrial District, Avenue de la Tanzania,
No. 936a/A, 6th Floor.
BP 3465 Bujumbura II, Tel:
22282146 or

The opening of technical and financial offers will take place at the same time. The opening minutes must be signed by the members of the tender opening subcommittee. A copy of the minutes will be given afterwards to each bidder who has requested it and to the National Directorate for the Control of Public Procurement. Bidders present at the tender opening session sign in an attendance register.

In accordance with Article 22, paragraph 9 of the Public Procurement Code, a manager required by the Contracting Authority to the DNCMP may attend the tender opening session. When opening the tenders, the OBR will announce the names of the bidders, the amounts of the tenders, any discounts, modifications and withdrawals of the tenders, the presence (or absence) of a tender guarantee, and any other information that the OBR may deem appropriate. Tenders that have not been opened or whose amount has not been read during the tender opening session are not subject to evaluation under any circumstances.

19. Confidentiality of the procedure

No information relating to the examination, clarification, evaluation and comparison of tenders and recommendations regarding the award of the Contract shall be disclosed to tenderers or any other person not officially participating in this procedure prior to the announcement of the award of the Contract. Any attempt by a tenderer to influence the Purchaser in the examination of tenders or the award decision may result in the rejection of its tender.

20. Clarifications provided to offers and contacts with the Buyer

To facilitate the examination, evaluation and comparison of offers, the Buyer may request any bidder to provide clarification of its offer, including a breakdown of unit prices. The request for clarification and the response thereto shall be made in writing, but no change in the amount or content of the bid shall be sought, offered or permitted, except as necessary to confirm the correction of calculation errors discovered by the Buyer in the evaluation of the bids.

21. Review of offers and determination of their conformity

Before carrying out the detailed evaluation of the offers, the Buyer will establish the conformity of the offer by verifying that each offer:

- Meets the qualification criteria as indicated in the File

- Call for Tenders;
- Has been duly signed;
- Complies with the conditions set out in the Call for Tenders Document;
- Provides any details and/or justification that the Buyer may require for determine its conformity.

A bid that complies with the Tender Document is one that complies with all terms, conditions and specifications, without any significant discrepancy or reservation.

A material divergence or reservation is one which:

- (a) materially affects the extent, quality or delivery of the material
- (b) the significantly limits, in contradiction with the DAO, the rights of Purchaser or the Supplier's obligations under the Contract;
- (c) is such that its rectification would unfairly affect the competitiveness of other bidders who have submitted bids that are substantially in line with the DAO.

21.1. Administrative review of offers

The analysis subcommittee will examine the offers to ensure that all administrative documents requested in clause 10 of the Instructions to Tenderers have been provided and are all authentic. In the event that any element of these documents or information is missing, the offer will be rejected.

21.2. Technical evaluation of offers:

The analysis subcommittee will examine the technical offers to confirm that all conditions specified in the terms and conditions of the contract have been accepted by the bidder without substantial divergence or reservation.

21.3. Financial Evaluation of Offers

The Analysis Subcommittee will evaluate each of the offers which it has established, at this stage of the evaluation, to be compliant. To financially evaluate an offer, the Burundian Revenue Office will take into account the following elements:

- (a) the price of the offer, indicated in accordance with the provisions of clause 11 of the instructions to bidders;

(b) adjustments made to the price to correct arithmetical errors pursuant to Clause 22 of the Instructions to Tenderers;

(c) price adjustments attributable to discounts offered under clause 11.

22. Bug Fixes

The Buyer shall check the offers recognized as conforming to the DAO for the correction of any calculation errors and shall inform the bidder concerned thereof. Errors shall be corrected as follows: When there is a difference between the amounts in figures and in words, the amount in words shall prevail;

Where there is an inconsistency between the unit price and the total price, the unit price on the schedule shall prevail;

The amount appearing in the submission will then be corrected by the OBR in accordance with the above procedure for the correction of errors;

If the bidder who submitted the highest evaluated bid does not accept the corrections made, his bid will be rejected.

23. Evaluation and comparison of offers

The Procurement Commission will only evaluate and compare offers which have been found to be substantially compliant.

When evaluating the offers, the Procurement Commission will determine the exact amount of each offer by adjusting it as follows:

- by correcting any possible errors; - by an appropriate adjustment for any discount read during the public opening session of the offers, any variations, divergences or reservations deemed acceptable.

The same Commission reserves the right to accept or reject any modification, divergence, reservation or variant offer. If the most interesting evaluated offer is significantly unbalanced compared to the estimate of the Procurement Commission, the latter may ask the tenderer to provide the price sub-details for any item.

In assessing the amount of the tender, the OBR may also have to take into consideration factors other than the stated tender price, such as the characteristics, performance of the supplies and services, and their conditions of purchase. The factors taken into consideration, if any, will be expressed in monetary terms so as to facilitate the comparison of tenders.

24. Preference given to bidders

Domestic bidders cannot benefit from a margin of preference.

25. Contacts with the Buyer

If the bidder wishes to bring additional information to the Buyer's attention, it must do so in writing.

Bidders must scrupulously comply with the provisions described in the Local Call for Tender documents, otherwise they risk being subject to the provisions of the Burundi Public Procurement Code, in its article 361, defining the sanctions for violations of public procurement regulations.

F. AWARD OF CONTRACT

26. Attribution

The OBR will award the Contract to the bidder whose offer is recognized as administratively and technically compliant with the DAO and whose financial offer is the lowest, provided that it is neither underestimated nor overestimated. Underestimated or overestimated offers will be determined in accordance with Article 194, paragraph 3 of the Public Procurement Code. The percentage to be applied is $\pm 5\%$.

27. Notification of award of the Contract

Before the expiry of the period of validity of the offers set by the Purchaser, the latter shall notify the successful bidder, by registered letter, that its submission has been accepted. This letter, hereinafter and in the Special Administrative Clauses Booklet referred to as the "Contract letter", shall indicate the amount that the Purchaser shall pay to the Supplier for the delivery of the supplies and services, and their warranty obligations. The Contract letter shall specify, where applicable,

the corrections made to the initial amount of the provisional successful bidder's offer.

If the latter does not accept any correction thus made, his offer will be rejected and the tender guarantee seized.

28. Signing of the Market

The OBR will send to the successful bidder, at the same time as the contract letter, the Commitment Act appearing in the tender documents, which summarises all the provisions accepted by the parties. After its satisfaction, the Purchaser will inform the other bidders as soon as possible that their bids have not been accepted and will return their bid guarantees to them.

29. Reception

The reception of the market will be done by a reception committee set up by the Person Responsible for Public Procurement at the OBR, after the provision of the keys, their installations and after their activation, in the presence of the supplier or his representative, and an observer from the National Directorate for the Control of Public Procurement (DNCMP).

The acceptance report will be signed by the members of the commission, the supplier or his representative duly authorized to sign and an observer from the DNCMP.

30: Bank guarantee of proper performance

Within twenty (20) calendar days following receipt of the Purchaser's Order letter, the successful bidder shall provide the Purchaser with a bank guarantee of performance of ten (10%) of the total amount of the contract, in the form of the model presented in the DAO. It must be valid for at least twelve (12) months from the date of receipt of this contract.

The performance guarantee will be returned after the term of the contract.

In the event of non-compliance with the contractual clauses of the contract, the performance guarantee will be seized.

II. SPECIFIC DATA OF THE CALL FOR TENDERS (DPAO)

The following provisions, which are specific to the services covered by the Call for Tenders, supplement or, where applicable, modify the provisions of the Instructions to Tenderers (IT). In the event of a discrepancy, the specific data below shall take precedence over the clauses of the IT.

Reference to IS	A. General
1	<p data-bbox="415 596 743 625">Subject of the submission</p> <p data-bbox="415 684 1425 890">The OBR, hereinafter referred to as “the Buyer”, is launching a Call for Tenders with a view to obtaining the supplies and services whose technical specifications are detailed in the second part entitled “Technical Specifications for the Renewal of the OBR Kaspersky Total Security Antivirus License” of this Local Call for Tenders Document No. DNCMP/28/S/2024-2025.</p> <p data-bbox="415 1008 821 1037">Name and address of the Buyer:</p> <p data-bbox="415 1058 1195 1218">Burundi Revenue Office, VIRAGO COMPLEX Building, Industrial District, Avenue de la Tanzania, No. 936a/A, BP 3465 Bujumbura II, Tel: 22 28 21 46 or 22 28 22 16</p>
2	<p data-bbox="415 1415 1425 1625">Contract execution time Activation keys will be provided and installed within thirty (30) calendar days, preceding the expiration of the key in use. However, the activation of the keys will take place the day after the expiration of the key in use, i.e. on 03/28/2025 and will be valid for one year.</p> <p data-bbox="415 1717 1425 1835">The duration of the automatic update service is one year, counted from the date of activation of the new keys. The necessary quantities are indicated in the 2nd part of this Call for Tender Document.</p>

3	<p>Origin of funds</p> <p>The payments planned under the Contract for which this Call for Tenders is launched will be ensured by the OBR, budget for the financial year 2024-2025.</p>
4	<p>Bidder admitted to compete</p> <p>This Call for Tenders is open, on equal terms, to any legal or natural person meeting the legal and technical conditions and having the financial capacity necessary to execute this contract.</p> <p>A bidder must not be affiliated with any company or entity that has provided consulting services during the preparatory phase of this DAO, nor with any company or entity that has been engaged or will be engaged as Project Manager under the Contract.</p> <p>Bidders shall provide all documents that the Buyer may reasonably request and which are intended to its complete satisfaction.</p>
<p>B. The tender documents</p>	
	<p>Contents of the Call for Tenders Document 5</p> <p>- Notice of Call for Tenders; - Instructions to Bidders; - Special Data of Call for Tenders; - Special Administrative Clauses; - Submission forms; - Price and quantity schedules.</p>
6	<p>Clarifications provided to the Call for Tenders Documents</p> <p>Questions regarding the Tender Documents may be addressed in writing to the OBR General Services Commission no later than ten (10) calendar days before the deadline for submission of tenders. The latter will respond to</p> <p>the company that made the request and will distribute the same response to all companies that have purchased the Call for Tenders Document, without however identifying the applicant.</p>

7

Changes to the Tender Documents

The OBR may, at any time before the deadline for submission of tenders, and for any reason, whether on its own initiative or in response to a request for clarification made by a tenderer, modify the Call for Tender Documents (CTD) by publishing an addendum.

Any addendum so published shall form an integral part of the DAO and shall be communicated in writing to all bidders who have purchased the DAO. The latter shall acknowledge receipt, in writing, of each of the Buyer's addendums.

To give bidders the time necessary to take the addendum into consideration when preparing their bids, the Purchaser may extend the deadline for submitting bids.

C. Preparation of offers

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Documents constituting the offer

1° Envelope containing the technical offer and which will contain: at the administrative level

1. Proof of purchase of the DAO bearing its number
2. A signed and sealed commitment document, drawn up according to the model in the appendix; 3. A bank guarantee of submission in the amount of 2,000,000 BIF, drawn up according to the model in the appendix; 4. A copy of a certificate of non-liability to taxes and duties in force issued by the OBR; 5. A certificate of non-liability issued by the INSS and in force; 6. A Tax Registration Certificate (NIF);
7. A commercial register (copy);
8. A bidder information form, drawn up according to the model in the appendix;
9. A certificate of non-bankruptcy issued by the Commercial Court, dated no more than three (3) months;
10. A certificate of financial capacity of at least 200,000,000 BIF
11. The statutes of the company (legal entity)

	<p>2° Envelope containing the financial offer and which will contain:</p> <p>1. A duly completed tender document following the model in the appendix; 2. A price schedule completed following the model in annex; 3. A deadline for execution.</p> <p><u>N.B:</u></p> <p>1) The absence or non-conformity of one of the documents listed above at the administrative level will be dealt with during the analysis in accordance with article 183 of the Public Procurement Code;</p> <p>2) The OBR will not assist the recipient in its request for currency.</p>
9	<p>Language of the offer</p> <p>The offer and all documents and correspondence concerning the submission, exchanged between the bidder and the Buyer, will be written in French.</p> <p>The additional documents provided by the tenderer may be written in another language provided that they are accompanied by a French translation of the passages concerning the tender, in which case the French translation will be authentic.</p>
10	<p>Offer price and discount The amount, as detailed in the financial offer, will be calculated and quantified on the basis of the price schedule submitted by the bidder. The bidder will therefore indicate, in figures and in words, the total prices including all taxes.</p> <p>Market prices are not subject to revision or updating.</p>
11	<p>Bidding currencies</p> <p>Bidders must express their prices in francs Burundian. The price includes value added tax.</p>
12	<p>Validity of offers</p>

	Offers are valid for a period of one hundred and twenty (120) calendar days from the deadline for submission of offers.
13	Bank guarantee for submission A bank guarantee of two million Burundian Francs (2,000,000FBU) is required. This guarantee will expire 30 days after the validity period of the offers and must bear the physical and electronic addresses of the issuing institutions.
14	Form and signature of the offer The bidder shall prepare one original and five copies of the offer, clearly indicating on the copies “ ORIGINAL ” and “ COPY ” as the case may be. In the event of any discrepancy between them, the original shall prevail. These copies shall be typewritten or written in indelible ink and shall be signed by the bidder or by a person(s) duly authorized to bind the bidder. All pages of the offer, except printed prospectuses, shall be initialed by the signatory(ies). The offer shall not contain any mention, line spacing, erasure or overwriting that is not initialed by the signatory(ies).

	Offers must include a table of contents
D. Submission of offers	
15	<p>Sealing and marking of offers Bidders shall place the original and copies of their offers in two separate envelopes, marked “TECHNICAL OFFER” and “FINANCIAL OFFER” as appropriate. These envelopes shall then be placed in an outer envelope.</p> <p>The inner and outer envelopes must: a) be addressed to the Contracting Authority at the address indicated in the RPAO; b) bear the name of the project, the title and the number of the DAO, as indicated in the DAO;</p> <p>c) bear the words “DO NOT OPEN BEFORE 04/12/2024” at 10:00 a.m. followed by the mention of the date and time set for the opening of offers.</p> <p>The inner envelopes will also bear the name, stamp and address of the tenderer so as to enable the Contracting Authority to return the sealed tender if it has been declared “out of time”.</p> <p>If the inner envelope is not sealed and marked as above, the Buyer will not be liable in any way if the offer is misplaced or opened prematurely.</p> <p>Offers must be paginated, initialed and include a table of contents.</p>
16	<p>Deadline for submission of offers.</p> <p>Offers must be received at the address specified above no later than 04/12/2024 at 9:30 a.m. local time. DAO N° DNCMP/28/ S /2024-2025.</p> <p>The OBR may, at its discretion, extend the deadline for the submission of tenders by publishing any addendum. In this case, all rights and obligations of the Buyer and bidders previously governed by the initial deadline will be governed by the new deadline.</p>
17	<p>Opening of offers</p> <p>The OBR will open the offers, including any modifications made, in the presence of the DNCMP representative and the representatives</p>

bidders who wish to attend the session public opening, which will take place on **04/12/2024 at 10:00 a.m.** and at the address indicated below:
 OBR General Commission, VIRAGO
 COMPLEX Building, Industrial District, Avenue de la Tanzania,
 No. 936a/A, 6th Floor.
 BP 3465 Bujumbura II, Tel :

The representatives of the bidders present will sign a register certifying their presence.

The opening minutes must be signed by the members of the opening subcommittee and sent to the DNCMP.

When opening the tenders, the OBR will announce the names of the tenderers, the amounts of the tenders, including any variations, possible discounts, modifications and withdrawals of tenders, and such other information as the OBR may consider appropriate.

The OBR will draw up the Minutes of the opening of tenders, which include in particular the information communicated to the

bidders present. A copy of the Minutes will subsequently be given to each bidder who has requested it in writing.

Bids which have not been opened or whose amount has not been read out during the bid opening session are not subject to evaluation under any circumstances.

In accordance with Article 22, paragraph 9 of the Public Procurement Code, an executive requested by the Contracting Authority from the DNCMP may attend the tender opening session.

E. Confidentiality of the procedure and evaluation of offers

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Confidentiality of the procedure No information relating to the examination, clarification, evaluation and comparison of offers and to recommendations concerning the award of the Contract shall be disclosed.

 be disclosed to bidders or any other person not officially participating in this procedure before the announcement of the award of the Contract.

	<p>Any attempt by a bidder to influence the Purchaser in the examination of bids or the award decision may result in the rejection of its bid. Evaluation of Bids The Tender Board will evaluate and compare only those bids that have been found to be</p>
19	<p>substantially compliant.</p> <p>In evaluating the offers, the Public Procurement Commission will determine for each offer its exact amount by rectifying it as follows: - by correcting any possible error; - by an appropriate adjustment for any discount read during the public opening session of the offers, any variations, divergences or reservations deemed acceptable.</p> <p>19.1. Financial evaluation</p> <p>The same Commission reserves the right to accept or reject any modification, divergence, reservation or variant offer.</p> <p>If the most attractive evaluated offer is significantly unbalanced compared to the Public Procurement Commission's estimate, the latter may ask the bidder to provide price sub-details for any item.</p> <p>In assessing the amount of the offer, the OBR may also need to take into consideration factors other than the stated offer price, such as the characteristics, performance of the supplies and services, and their conditions of purchase.</p> <p>The factors selected, if any, will be expressed in monetary terms so as to facilitate the comparison of offers.</p>

	<p>19.2. Administrative evaluation of offers</p> <p>The analysis subcommittee will ensure that all documents requested in clause 8 of the DPAO have been provided and are all authentic. The absence</p> <p>or the non-conformity of one of these cited documents will be dealt with during the analysis in accordance with article 183 of the Public Procurement Code.</p> <p>19.3. Technical evaluation of offers:</p> <p>The analysis subcommittee will verify that the bidder is technically compliant. To evaluate the financial offers, the analysis subcommittee will take into account the following elements: - Submission form (see model in appendix); - The price of the offer; - Adjustments made to the price to correct arithmetic errors; - Adjustments to the price attributable to the discount offered.</p>
20	<p>Preference granted Not applicable.</p>
<p>Reference to IS</p> <p>F. Award of contract</p>	
21	<p>Attribution</p> <p>The OBR will award the Contract to the bidder whose offer is recognized as administratively and technically compliant with the DAO and whose financial offer is the lowest, provided that it is neither underestimated nor overestimated. Underestimated or overestimated offers will be determined in accordance with Article 194 paragraph 3 of the Public Procurement Code. The percentage to be applied is $\pm 5\%$.</p>
22	<p>Notification of award of the Contract</p> <p>Before the expiry of the period of validity of the offers set by the Purchaser, the latter shall notify the successful bidder, by registered letter, that its submission has been accepted. This letter, hereinafter and in the Specifications, is referred to as</p>

	<p>Administrative Specials "contract letter", will indicate the amount that the Purchaser will pay to the Supplier for the delivery of supplies and services, and their warranty obligations. The contract letter will specify, where applicable, the corrections made to the initial amount of the provisional successful bidder's offer. If the latter does not accept the correction thus made, its offer will be rejected and the tender guarantee seized.</p>
23	<p>Signing of the Market</p> <p>The OBR will send to the successful bidder, at the same time as the Contract letter, which summarizes all the provisions accepted by the parties. The successful bidder will sign it and return it to the Contracting Authority. After its satisfaction, the Purchaser will inform the other bidders as soon as possible that their bids have not been accepted and will return their bid guarantees to them.</p>
24	<p>Reception</p> <p>The reception of the market will be done by a reception commission set up by the Person Responsible for Public Markets at the OBR, after the provision of the keys, their installations and after their activation, in the presence of the supplier or its representative, and an observer from the National Directorate for the Control of Public Procurement (DNCMP).</p> <p>The acceptance report will be signed by the members of the commission, the supplier or his representative duly authorized to sign and an observer from the DNCMP.</p>
25	<p>Bank guarantee of good performance</p> <p>Within twenty (20) calendar days following receipt of the Purchaser's Order letter, the successful bidder shall provide the Purchaser with a bank guarantee of performance of ten percent (10%) of the total amount of the contract, in the form of:</p> <p>of the model presented in the DAO and must have a validity of at least</p>

	<p>less than 12 months from the activation of the keys.</p> <p>It will be returned after the term of the contract. In the event of non-effective execution of the contract during one year of the contract, the performance guarantee will be seized</p>
26	<p>Payment Terms</p> <p>Payment of the total amount of the contract will be made by bank transfer to the Supplier's account upon presentation of the invoice accompanied by the contract receipt report, approved by the National Director of Public Procurement Control on the supplier's account entered in the bank books of the bank which granted it the performance guarantee.</p>

**PART TWO: TECHNICAL SPECIFICATIONS FOR THE
KASPERSKY TOTAL ANTIVIRUS LICENSE RENEWAL
SECURITY DE L'OBR**

SPECIAL TECHNICAL CLAUSES SPECIAL TERMS AND CONDITIONS

**TECHNICAL SPECIFICATIONS FOR THE RENEWAL OF THE
LICENSE D'ANTIVIRUS KASPERSKY TOTAL SECURITY DE L'OBR**

- OBR has already equipped itself with Kaspersky Endpoint Total Security 11 antivirus for Business.
- The purpose of this contract is to:
 - Provide and install activation keys to renew licenses for updates (Upgrades and Updates) of the Kaspersky Endpoint Total Security for Business antivirus from the OBR. Installation must take place when the current license expires, i.e. on 03/27/2025 and takes effect from 03/28/2025.
/03/ 2025.
- The duration of the automatic update service: one year from the day after the expiration date of the current OBR antivirus service, i.e. from 03/28/2025;
- The quantities required are indicated in the table below:

Kaspersky Total Security for Business for 1000 users
Kaspersky Security Center (console)
Client Windows & Linux
Windows & Linux Servers
Exchange Servers

PART THREE: THE MARKET

**SPECIAL ADMINISTRATIVE CLAUSES (CCAP) OR THE
MARCH FOR ANTIVIRUS LICENSE RENEWAL**

KASPERSKY TOTAL SECURITY DE L'OBR :

The OBR, hereinafter referred to as “the Buyer”, represented by its General Commissioner, **Jean Claude MANIRAKIZA**, on the one hand,

and the Awardee hereinafter referred to as “ the **Supplier** ”, represented by on the other hand, Have agreed as follows:

CHAPTER I - GENERAL PROVISIONS

Article 1: Purpose of the contract

The purpose of this Contract is the **Renewal of the “Kaspersky Total Security of the OBR” antivirus license.**

Article 2: Contractual documents

All of the documents listed below, which the bidder assures to have read and defining the conditions of the Contract are:

- The Market (or the contract);
- Submission;
- The Call for Tender Document (DAO);
- The public procurement code and implementing texts.

In the event of a discrepancy between the contractual and constituent parts of the Contract, these parts shall prevail in the order in which they are listed above.

CHAPTER II - FINANCIAL PROVISIONS

Article 3: Market Price

The Contract Amount amounts to the sum of *[Insert the sum]* (..... ..) including value added tax

Article 4: Nature of the Market

The market to be entered into will be a price schedule market.

Article 5: Tax and customs regime

The prices of this Contract are deemed to include all amounts due in respect of taxes, duties, charges and obligations resulting from the execution of the Contract, applicable in the Republic of Burundi.

Article 6: Price revision

Prices are firm, non-revisable and non-updatable.

Article 7: Payment terms

Payment of the total amount of the contract will be made by bank transfer to the Supplier's account upon presentation of the invoice accompanied by the minutes of receipt of the contract, approved by the National Director of Public Procurement Control on the supplier's account entered in the bank books of the bank which granted him the performance guarantee.

CHAPTER III - EXECUTION OF THE CONTRACT

Article 8: Execution period

The execution period is one year, starting from the day after the expiration date of the current Kaspersky, i.e. 03/28/2025

The duration of the automatic update service is one year, counted from the date of activation of the new keys. The necessary quantities are indicated in the 2nd part of this Call for Tender Document.

Article 9: Delays and penalties

In the event of exceeding the contractual deadlines set by the contract, the contract holder is liable for daily late payment penalties equal to 1/1000 of the value of the unexecuted tranche, for each calendar day, after prior formal notice. These penalties may not exceed ten percent (10%) of the total value of the contract.

Article 10: Reception

The reception of the market will be done by a reception committee set up by the Person Responsible for Public Procurement at the OBR, after the provision of the keys, their installation and their activation, in the presence of the supplier or his representative, and an observer from the National Directorate for the Control of Public Procurement (DNCMP).

The acceptance report will be signed by the members of the commission, the supplier or his representative duly authorized to sign and an observer from the DNCMP.

Article 11: Bank guarantee of proper performance

Within twenty (20) calendar days following receipt of the Purchaser's Order letter, the successful bidder shall provide the Purchaser with a bank guarantee of performance of ten percent (10%) of the total amount of the contract, in the form of the model presented in the DAO. It must be valid for at least twelve (12) months from the activation of the antivirus.

The performance guarantee will be returned after the term of the contract.

In the event of non-effective execution of the contract during one year of the contract, the performance guarantee will be seized.

CHAPTER IV - TERMINATION - DISPUTES AND LITIGATION

Article 12: Termination of the Contract

The contract is terminated automatically in the following cases:

- At the initiative of the Contracting Authority, due to the fault of the contract holder, a delay in execution leading to the application of penalties,
- Beyond a threshold of ten percent (10%), calculated in accordance with article 270 of the Public Procurement Code, the death of the holder if the contract was awarded to a person, or the liquidation of his company;
- At the initiative of the contract holder, for non-payment, following a formal notice which has remained without effect for thirty (30) calendar days, or following an adjournment under the conditions provided for in Articles 308 and 310 of the Public Procurement Code;
- Manifest impossibility of the Supplier compromising the proper execution of the Walk,
- Judicial settlement, unless the Contracting Authority accepts, if applicable, the offers which may be made by the creditors for the continuation of the Contract,
- Liquidation of assets, if the Supplier of the market is not authorized by the Court to continue its activities,
- Death or civil incapacity of the Supplier.

In the event of an event not caused by its actions and making it impossible to perform the contract, the latter may be terminated by the Contracting Authority without it being able to claim compensation.

Article 13: Disputes and litigation

If a dispute arises between the Buyer and the Supplier, in the form of reservations made to a service order or in any other form, the Supplier shall provide the Person responsible for the Contract for transmission to the Buyer, with a memorandum setting out the reasons and indicating the amounts of its claims.

In the absence of notification of a decision within thirty (30) calendar days from the date of receipt by the Buyer, the Supplier's claim is considered to be accepted by the Buyer.

If the Supplier does not accept the Buyer's decision and no amicable solution is found, the dispute will be submitted to the competent courts of Bujumbura which will decide in accordance with the rules in force in Burundi.

Article 14: Entry into force of the Contract

The entry into force of this Contract is subject to the approval of the competent authorities.

Article 15: Approval of the Market

This Contract relating to the Renewal of the Kaspersky Total Security Antivirus License of the OBR, is approved after signature by the Competent Authorities.

Read and accepted without reservation, the.....

Concluded on

for

THE SERVICE PROVIDER

L'AUTHORS

Contracting

For approval

The /.../2024

**The Minister of Finance,
Budget and Planning
Economic**

Audace I turn it off

ANNEX 1

BIDDER INFORMATION FORM

Date: _____

Call for tenders No.: _____

1. Name of the bidder
2. Information on the duly authorized representative of the bidder: Name : Physical address: Phone : Email address (if any):
3. In case of grouping, names of all members:
4. Country where the bidder is (or will be) legally registered (entered in the Commercial Register):
5. Year of registration of the bidder:
6. Official address of the bidder in the country of registration: Name : Physical address: Phone : Email address (if any):
7. Attached are copies of the originals of the following documents: ÿ Document of registration, listing or incorporation of the firm named in 1 above, in accordance with clauses 3.1 and 3.2 of the IS ÿ In the case of a grouping, letter of intent to form a grouping, or grouping agreement, in accordance with clause 3.1 of the IS. ÿ In the case of a public enterprise of Burundi, documents establishing that it is legally and financially autonomous, and administered according to the rules of commercial law, in compliance with the Public Procurement Code.

NB: In the event of a group, all members of the group must provide the above information.

ANNEX 2

SUBMISSION FORM

Date: _____

Tender Notice No.: _____

To: _____

We, the undersigned, certify that: a) We have examined the Call for Tenders Document No. **DNCMP/28/S/2024-2025**, including Addendum/Addenda No.: _____; and have no reservations with respect thereto;

(b) We propose to provide in accordance with the Tender Documents and the delivery schedule specified in the Schedule of quantities, delivery schedule and technical specifications, *[specify the nature of the services]* the following service:

_____;

(c) The total price of our offer, excluding discounts offered in paragraph (d) below is:

_____;

(d) The discounts offered and the terms of application of said discounts are as follows:

offer will remain valid for a period of _____ days from the _____ period of e) Our deadline set for the submission of offers in the Tender Documents; this offer will continue to be binding on us and may be accepted at any time before the expiry of this period;

f) If our offer is accepted, we undertake to obtain a guarantee of proper execution of the Contract for an amount of _____;

g) We are not in a conflict of interest situation as defined in clause 3 of the Instructions to Tenderers.

(j) It is understood that this offer, and your written acceptance of said offer contained in the notification of award of the Contract that you will send to us, will constitute a contract between us, until a formal contract is established and signed.

(k) It is understood by us that you are not obliged to accept the offer of lesser cost, nor any offers you may receive.

Name _____ Inasmuch as _____

Signature _____

Duly authorized to sign the offer for and on behalf of _____

As of _____ day of _____

ANNEX 4**DELIVERY AND INSTALLATION SCHEDULE**

Date: _____

Call for Tenders No. : _____

The Delivery Schedule specifies, in number of days or weeks, the delivery time, from which results the delivery time of the service to the agreed sites.

In order to determine the delivery time, the successful bidder will take into account additional time required for international and national transport to the project site or any other location.

Number (shipping)	Description	Quantity	Delivery schedule in days from . _____¹

¹ The Buyer must specify here the date from which the delivery schedule applies. The date may be either the date of award of the contract, or the date of signing of the contract, or the date of establishment of the letter of credit or the date of confirmation of the letter of credit, as the case may be. The offer and price form must only include a reference to the Schedule of Quantities/Delivery Schedule.

Bid guarantee template (bank guarantee)

Tender Document No: _____
_____ *[name of bank and address of issuing bank]*

Beneficiary: _____ *[name and address of the Buyer]*

Date : _____

Bid Security No.: We have _____

been informed that _____ *[name of Bidder]* (hereinafter referred to as "the Bidder") has responded to your call for tenders no. _____ for the supply of _____ *[description of supplies]* and has submitted its bid to you dated _____ *[date of submission of bid]* (hereinafter referred to as "the Bid").

Under the provisions of the Tender Documents, the Offer must be accompanied by a bid guarantee.

At the request of the bidder, we _____ *[name of bank]* hereby undertake, without reservation and irrevocably, to pay you on first demand, any sums of money that you may claim within the _____ *[insert amount in figures]* _____ *[insert limit of amount in words]*.

Your request for payment must be accompanied by a declaration certifying that the tenderer has not fulfilled one of the obligations to which it is bound by the Offer, namely:

- a- if he withdraws the Offer during the validity period he specified in the offer form; or
- b- if, having been notified of the acceptance of the Offer by the Buyer during the validity period:
 - ÿ does not sign the Contract, if required to do so; or
 - ÿ does not provide the performance guarantee, as is provided for in the Instructions to Bidders.

ÿ This guarantee will expire 30 days after the validity period of the offers

Any request for payment under this guarantee must be received by this date at the latest.

Signature: [Signature of the person whose name and capacity appear above]

Note: Text in italics should be removed from the final document; it is provided for information purposes to facilitate preparation of the document.

Done in Bujumbura, on...../.../2024

(Signatures and Seal of the bank)

ANNEX 6

MODEL OF PERFORMANCE GUARANTEE (BANK GUARANTEE)

Date : _____

Call for tenders n^o : _____

_____ [name of bank and address of issuing bank]

Beneficiary: _____ [name and address of the Buyer]

Date: _____

Performance Guarantee No.: We have been informed _____

that _____ [name of Supplier] (hereinafter referred to as "the Supplier") has entered into Contract No. _____ with you for the supply of _____ [description of supplies] (hereinafter referred to as "the Contract") a date you _____ to as "the Contract").

Further, we understand that a performance bond is required under the terms of the Contract.

At the request of the Supplier, we _____ [name of bank] hereby undertake, without reservation and irrevocably, to pay you on first demand, any sums of money that you may claim within the _____ [insert amount in figures] _____ [insert limit of amount in words]². Your request for payment must be accompanied to prove or by a statement that the tenderer is not complying with the conditions of the Contract, without you having give the reasons or the reason for your request or the amount stated in your request.

This guarantee expires no later than the _____ day of 2____, 3 and any request for _____ payment must be received no later than that date.

[Signature] _____

As of _____ day of Note: Text in italics should _____.

be removed from the final document; it is provided for information purposes only to facilitate preparation of the document.

2 The Guarantor shall insert an amount representing the amount or percentage mentioned in the Contract either in the currency(ies) mentioned in the Contract or in any other freely convertible currency acceptable to the Buyer.

3 The date is established in accordance with Article 5 of the Special Administrative Clauses ("SACC"), taking into account any technical guarantee obligation of the Supplier for a partial performance guarantee. The Purchaser must take into account that, in the event of an extension of the term of the Contract, it will have to request the Guarantor to extend the term of this guarantee. Such a request must be made in writing before the expiry date mentioned in the guarantee. When preparing the guarantee, the Purchaser may consider adding the following at the end of the penultimate paragraph: "Upon written request by the Purchaser, made before the expiry of this guarantee, the Guarantor will extend the term of this guarantee for a period not exceeding [six months] [one year]. Such an extension will be granted only once."

ACT OF COMMITMENT

I/We, the Undersigned.....

Acting in the name and on behalf of..... (Name and address of the Bidder).

And by virtue of the powers conferred on me/us, after having read DAO No. **DNCMP/.../S/2024-2025**, I/we undertake on my/our property, movable and immovable, to renew the OBR's Kaspersky antivirus, in accordance with the technical specifications of the market.

I/we/we undertake to provide a performance bond for the contract within twenty (20) days from the date of notification of the contract.

I/we remain bound by this submission, for a period of one hundred and twenty (120) calendar days from the date of opening of submissions.

The renewal of the OBR Kaspersky antivirus will be done within a period of.....

It is understood that you are not obliged to accept the lowest offer or to act on any of the offers you receive.

Done in Bujumbura, on .../.../2024

The bidder(s)
(Signatures and Seal of the bidder(s))