



REPUBLIC OF NAMIBIA



OSHIKOTO REGIONAL COUNCIL

Tel: (065) 244 800

Fax: (065) 244 071

Enquiries: Mr. Kalaputse Ntinda / Ms. Maria Kadhila

P. O. Box 19247

OMUTHIYA

procurement@oshikotorc.gov.na

Request for Sealed Quotations (Goods)

SUPPLY AND DELIVERY OF MICROSOFT SOFTWARE LICENSES AND ANTIVIRUS SOFTWARE

Name of Bidder: _____

Contact Number of Bidder: _____

Postal Address of Bidder: _____

Email Address of Bidder: _____

Total Bid price: N\$ _____

Procurement Reference No: *G/RFQ/ORC-28/2024*



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INVITATION LETTER

Dear Potential Bidders,

REQUEST FOR SEALED QUOTATIONS FOR GOODS: SUPPLY AND DELIVERY OF SOFTWARES (Procurement Reference Number: G/RFQ/ORC-28/2024)

The **Oshikoto Regional Council** hereby invites your company to submit quotation for works as per the specifications outlined herein. This request is in line with the Public Procurement Act no. 15 of 2015. Your offer should be made on this form, with any annexure which you may wish to enclose, and should be sent or should be deposited in the Bid Box located at **Ground Floor, ORC Head Office in Omuthiya Oshikoto Regional Council**, in a sealed envelope marked Quotation Reference No. **G/RFQ/ORC-28/2024**. Your quotation should reach **Oshikoto Regional Council** on or before the **14 January 2025** by **11:00** latest.

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation. The obligatory documents as outlined under section 4 on page 3, should be submitted along with the sealed quotations document.

Yours faithfully,

Secretary: Procurement Committee



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The [Public Entity] reserves the right:

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

2. Preparation of Quotations

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

- (a) the Quotation Letter in Section II with its annex for *Bid Security/Bid Securing Declaration* [Public Entity to select as appropriate];
- (b) the List of Goods and Price Schedule Section III;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment deemed appropriate.

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

3. Validity of Quotations

The Quotation validity period shall be 90 days from the date of submission deadline.

4. Eligibility Criteria

5. To be eligible to participate in this Quotation exercise, you should submit the following documents that must be valid by the date of submission:

	Description
1	Certified copy of a valid Certificate of Good Standing for Procurement Purposes , issued by NAMRA.
2	Certified copy of a valid Affirmative Action Compliance Certificate (issued in terms of Section 42 of the Affirmative Action (Employment) Act 29 of 1998, as amended); or Letter from the Employment Equity Commission (letter should be on letterhead, stamped and signed by the EEC).
3	Certified copy of a valid Good Standing Certificate with the Social Security Commission , issued within 30 days before closing date of submission of bid.
4	Certified Copy of the Close Corporation Certificate (issued in terms of Act 26 of 1988) or Founding Statement or any other relevant Company Registration Certificate . These Certificates should clearly indicate the goods/services that the Supplier/Bidder is registered to render.
5	A written undertaking on the part of the Bidder, that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof;
6	All pages of the bidding document should be fully completed, initialled and principal business should be in line (IT related).
7	Attach proof of confirmation of account from a Namibian Banking Institution , issued within the past 6 months with date stamp.

8	Bidders with more than two awards/purchase orders pending/outstanding will not be considered.
9	Bidders with records of poor service delivery, turning down of awards/purchase orders with Oshikoto Regional Council/Delegated Functions will not be considered.
10	Attached an original or certified copy of proof of one (1) reference letter of rendering similar services/delivering similar goods.

6. Bid Security/Bid Securing Declaration

Bidders are required to *submit a Bid Security/subscribe to a Bid Securing Declaration* for this procurement process. The Bidder shall furnish as part of its quotation, a Bid Security as per the format contained in Appendix to Quotation Letter of this document for *an amount of NAD.....[based on 0.05% - 2% of your budget estimate for the procurement] OR% [insert percentage within the following range: 0.05% - 2% of the quoted price]* valid up to 30 days *beyond the quotation validity period.*

[Public Entity shall insert amount/percentage of bid security and validity period, if a Bid Security is applicable].

7. Delivery

Delivery shall be 14 days after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted, unless if such deviation is reasonable and requested in writing from the Accounting Officer.

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

The delivery of goods will be inspected upon delivery, based on the sample provided.

8. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Entity with the Bidder's name and contact information at the back of the envelope.

9. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at *[insert address]* or forwarded by fax *[insert fax number]*¹, not later than *[insert date and time]*. Quotations by post or hand delivered should reach *[insert address]* by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

10. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in instruction 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing Declaration, will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

11. Evaluation of Quotations

The Public Entity shall have the right to request for clarifications in writing during evaluation, in accordance with Section 52 (1) of the Act. Offers that are substantially responsive shall be compared on the basis of price or ownership cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

¹ Insert number of fax machine secured for quotations not to be disclosed before the set date and time.

12. Technical Compliance

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

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

13. Prices and Currency of Payment

[Public Entity to customise this clause as appropriate. Public Entity may allow for prices to be adjustable to change in rates of exchange of currency, price variation etc. depending on the behaviour of the market in respect of the specific goods items being procured.]

Prices shall be fixed in Namibian Dollars.

14. Margin of Preference

14.1. The applicable margins of preference and their application methodology are as follows: Not applicable for this bid.

14.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of: N/A

15. Award of Contract

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

16. Notification of Award and Debriefing

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

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

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

Quotation addressed to: <i>[name of Public Entity]</i>	
Procurement Reference Number:	
Subject matter of Procurement:	

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

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

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

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

The validity period of the Quotation is 90 days from the date of the bid submission deadline.

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

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

Quotation Authorised by:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./Fax	

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

Appendix to Quotation Letter

BID SECURING DECLARATION

(Section 45 of Act)

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

Date:*[Day/month/year]*.....

Procurement Ref No.:

To:*[insert complete name of Public Entity and address]*.....

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

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

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

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

Signed:
[insert signature of person whose name and capacity are shown]

Capacity of:
[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:
[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____
[insert date of signing]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

****delete if not applicable / appropriate***



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour Act, 2007 and Section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name: _____

Registration Number: _____

Vat Number: _____

Industry/Sector: _____

Place of Business: _____

Physical Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Postal Address: _____

Full name of Owner/Accounting Officer: _____

Email Address: _____

2. PROCUREMENT DETAILS

Procurement Reference No.: _____

Procurement Description: _____

Anticipated Contract Duration: _____

Location where work will be done, good/services will be delivered: _____

3. UNDERTAKING

I _____ *[insert full name]*, owner/representative

of _____ *insert full name of company*

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature: _____

Date: _____

Seal _____

Please take note:

1. A labour inspector may conduct unannounced inspections to assess the level of compliance
2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.

SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: Supply of Microsoft Software Licenses and Antivirus Software

Procurement Ref No. G/RFQ/ORC-28/2024

INSTRUCTIONS TO THE PUBLIC ENTITY				INSTRUCTIONS TO BIDDER					
At time of preparation of the RFQ, Columns A to D shall be filled in by the Public Entity. [To be filled by the Public Entity]				<u>Bidders shall fill-in columns E - I and fill the total</u>					
				E= mark with a *if an equivalent is quoted F= Rate per unit G=Total price for one item (C x F) • If an equivalent is quoted, please attach to your quote appropriate technical information & specification • Bidders shall fill in and sign the bottom section of this page					
A	B	C	D	E	F	G	H	I	
Item no.	Description of Goods	Quantity	Unit of measures	*	Price per unit NAD ¹	Total price without VAT NAD	VAT: NAD	Total price with VAT	Country of Origin
1.	Kaspersky Internet Security	20							
2.	Microsoft Office 2021	20							
3.	Windows 11 Professional	10							
4.	Microsoft Server 2022	2							
TOTAL WITHOUT VAT (N\$)									
VAT (N\$)									
GRAND TOTAL WITH VAT (N\$)									
EMPLOYEE NAME:		POSITION:		SIGNATURE			DATE		
NAME OF BIDDER:						ADDRESS:			

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

Currency : _____ Exchange Rate: _____ Delivery Period: 14 days

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

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

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

[the Public Entity shall use this section to specify its Technical Requirements for the goods items, Inspection and examination, and the scope of Related Services, as applicable.]

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: G/RFQ/ORC-28/2024

[Bidders should complete columns C and D with the specification of the goods offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1.	Kaspersky Internet Security		
2.	Microsoft Office 2021		
3.	Windows 11 Professional		
4.	Microsoft Server 2022		

Specifications and Compliance Sheet Authorised By:

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

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

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

SECTION VI: CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods except where modified by the Special Conditions below.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: G/RFQ/ORC-28/2024

The clause numbers given in the first column correspond to the relevant clause number of the GCC. *[This section is to be customised by the Public Entity to suit the requirements of the specific procurement].*

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1(h)	The purchaser is: <i>[insert complete legal name of the Public entity]</i>
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is _____
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
Notices GCC 8.1	Any notice shall be sent to the following addresses: For the <i>[Public Entity]</i> , the address and the contact name shall be: _____ For the Supplier, the address and contact name shall be: _____
Disputes GCC 10.2	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: _____

Subject and GCC clause reference	Special Conditions
Delivery and Documents GCC 13.1	The Goods are to be delivered within _____ days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note;
Price Adjustment GCC 15.1	The price charge for the Goods supplied and the related Services performed <i>[insert “shall” or “shall not” as appropriate]</i> be adjustable. If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used
Terms of Payment GCC 16.1	The structure of payments shall be: full payment following delivery of the Supplies and submission of an invoice and the documents listed in clause 13.1
Terms of Payment GCC 16.3	Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.
Terms of Payment GCC 16.4 (a)	The price “shall” “shall not be” adjustable to the fluctuation in the rate of exchange.
Payment Period GCC 16.5	The method and conditions of payments to be made to the Supplier under this Contract shall be as follows: i) On Acceptance: The Contract Price of goods received shall be paid no later than thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser’s name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser. ii) An interest rate of <i>[insert percentage]</i> is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.
Performance Security GCC 18.1	(i) No performance security is required*or (ii) A performance security in the form of a bank guarantee representing <i>[insert percentage from the following range: 10-15%]</i> of the final contract price shall be required.* * Delete as appropriate
Discharge of Performance Security GCC 18.4	The performance security will be discharged and returned to the supplier not later than <i>[insert number of days]</i> following completion date.
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be: _____

Subject and GCC clause reference	Special Conditions
Insurance GCC 24.1	<i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]</i>
Transportation GCC 25	The Goods shall be delivered: <i>[Incoterm for transportation]</i> .
Inspection and Test GCC 26.1	The inspection and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and test]</i>
Location of Inspection and Tests GCC 26.2	The inspections and tests shall be conducted at: <i>[insert names(s) of locations(s)]</i>
Liquidated Damages GCC 27.1	Liquidated damages for the whole contract are <i>[insert percentage of the final contract price]</i> per day. The maximum amount of liquidated damages for the whole contract is <i>[insert percentage 4-10%]</i> of the final contract price.
Warranty GCC 28.3	<p>The period of validity of the warranty shall be: <i>[insert number]</i> day(s)</p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <i>[insert names(s) of location(s)]</i></p> <p>For item 1, the minimum period of warranty/shelf life shall be ____</p> <p>For item 2, the minimum period of warranty/shelf life shall be ____</p> <p>For item 3, the minimum period of warranty/shelf life shall be ____</p>
Repair and Replacement GCC 28.5	The period for repair or replacement shall be: <i>[insert number]</i> day(s)

SCHEDULE 2**COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT**

<u>COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT</u>		
	N\$	N\$
Raw Materials, Accessories & Components		
• Imported (CIF)	
• Local (VAT & Excise Duty Fee)
Labour Cost		
• Direct Labour
• Clerical Wages
• Salaries to Management
Utilities		
• Electricity	
• Water	
• Telephone
Depreciation	
Interest on Loans	
Rent
Other (please specify)		
•	
•	
•
TOTAL COST		

$$\text{Local Value Added} = \frac{\text{Total Cost} - \text{Cost of imported inputs}}{\text{Total Cost}} \times 100$$

NB! The cost structure should be certified by a Certified Accountant

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE**

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

Procurement Reference No.:

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Security / Bid Securing Declaration		
Evidences for conformity of Goods		
<i>[Public Entity to insert any other]</i>		

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