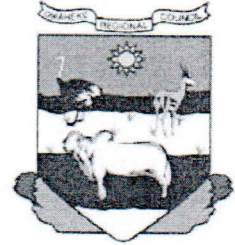




REPUBLIC OF NAMIBIA



Omaheke Regional Council

Directorate of Education, Arts and Culture

Request for Sealed Quotations for Goods

*Procurement of Kaspersky Antivirus Software for
Directorate of Education, Arts and Culture*

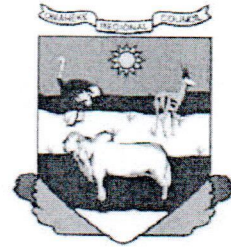
Procurement Reference No: G/RFQ/OMA/EDU-096/2022/2023

Tel: +264 62 577 600
Fax: +264 62 564210
Email: rmakari.edu@omahekerc.gov.na

Private Bag 2004
Gobabis



REPUBLIC OF NAMIBIA



Omaheke Regional Council

Directorate of Education, Arts and Culture

Tel: +264 62 577 600
Fax: +264 62 564210

Private Bag 2004
Gobabis

Letter of Invitation

Dear Sir or Madam,

TO:

.....

.....

.....

Request for Quotations for Supply of Seven (7) Desktop Computer, and Kaspersky Antivirus Software.

The **Omaheke Regional Council** invites you to submit your best quote for the items described in detail hereunder.

Any resulting contract shall be subject to the terms and conditions referred to in the document. Queries, if any, should be addressed to **Ms. Rebekka Makari at +264 62 577 600**

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation. All quotations must be hand delivered or send to the Directorate of Education, Arts and Culture Building, General Services Office, 83 President Street, Gobabis Town.

Yours Faithfully,

Mr. Seth W. Imasiku
Head of Procurement Managemet Unit

15 / 02 / 2023
Date

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The **Omaheke Regional Council** 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 Securing Declaration*
- (b) the List of Goods and Price Schedule Section III;
- (c) the Specifications and Compliance Sheet in Section V;

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 **30 days** from the date of submission deadline.

4. Eligibility Criteria

To be eligible to participate in this Quotation exercise, you should:

- (a) have a valid company Registration Certificate;
- (b) have an original or certified valid good Standing Tax Certificate;
- (c) have an original or certified valid good Standing Social Security Certificate;
- (d) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (e) have a certificate indicating SME Status (for Bids reserved for SMEs);
- (f) Submit bid valid security/Submit signed Bid-securing Declaration.
- (g) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

5. Bid Securing Declaration / Bid Securing Declaration

Bidders are required to *subscribe a Bid Securing Declaration* for this procurement process.

6. Delivery'

Delivery shall be 2 days after acceptance/issue of Purchase Order. Deviation in delivery period *shall be considered if such deviation is reasonable*.

7. The Following test and inspections will be conducted on the goods at delivery

7.1.1. The total number of items delivered versus number on the quote / order.

7.1.2 The Price on the quote versus invoice price.

7. Sealing and Marking of Quotations

4

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the **Directorate of Education, Arts and Culture Private Bag 2004 Gobabis, General Services Office, 83 President Street** with the Bidder's name and contact information at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at **Directorate of Education, Arts and Culture, General Services Office, 83 President Street**, or sent to **Private Bag 2004 Gobabis** not later than **2 March 2023 at 11H00**. Quotations by post or hand delivered should reach **Omaheke Regional Council** by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

9. 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.

10. Evaluation of Quotations

The Public Entity shall have the right to request for clarifications in writing during evaluation. 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.

11. Technical Compliance

Bidders shall submit along with their quotations 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.

12. Prices and Currency of Payment

Prices shall be fixed in Namibian Dollars.

13. Margin of Preference

13.1 The applicable margin of preference and their application methodology are as follows:

None

13.2 Bidders applying for the Margin of Preference shall submit, upon request, evidence of:

N/A

14. 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.

15. 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 as the first page of your quotation 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 _____ days *[insert number of 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	

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

Date:.....

Procurement Ref No.:

To:

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

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

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

* delete if not applicable / appropriate



Republic Of Namibia
Ministry of Labour, Industrial Relations and Employment Creation

**Written undertaking in terms of section 138 of the Labour Act, 2015 and section
50(2)(D) of the Public Procurement Act, 2015**

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:

Email Address:

Postal Address:

Full name of Owner/Accounting Officer:

Email Address:

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

3. UNDERTAKING

I [insert full name], owner/representative
of [insert full name of company]

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

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

Signature:

Date:

Seal:

Please take note:

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

INSTRUCTIONS TO BIDDERS

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

Currency: Exchange Rate:

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

NB; See detailed specification below

Section VII. Special Conditions of Contract! I

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:

[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 specification offered in the signature block below.]

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
Software	120 Users Kaspersky Endpoint Security		
Users	120 Users		
Licence	3 Years Renewal Licence		
Software Compatibility	Windows 7, 8, 10, 11, Server 2012 and later		

**Columns A and B to be completed by the Public Entity*

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 Policy Unit 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: _____

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:

Section VII Special Conditions of Contract 12

Subject and GCC clause reference	Special Conditions
Deliver} and Documents GCC 13.1	<p>The Goods are to be delivered within _____ days from the date of Purchase Order or Letter of Acceptance.</p> <p>The documents to be furnished by the Supplier are:</p> <p>(a) signed delivery note;</p>
Price Adjustment GCC 15.1	<p>The price charge for the Goods supplied and the related Services performed <i>[insert "shall" or "shall not" as appropriate]</i> be adjustable.</p> <p>If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used</p>
Terms of Payment GCC 16.1	<p>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</p>
Terms of Payment GCC 16.3	<p>Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.</p>
Terms of Payment GCC 16.4 (a)	<p>The price <i>"shall" "shall not be"</i> adjustable to the fluctuation in the rate of exchange.</p>
Payment Period GCC 16.5	<p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p>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.</p> <p>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.</p>
Performance Security GCC 18.1	<p>(i) No performance security is required*or</p> <p>(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.*</p> <p>* Delete as appropriate</p>

Section VII Special Conditions of Contract 13

Subject and GCC clause reference	Special Conditions
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:
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	The period of validity of the warranty shall be: <i>[insert number]</i> day(s) For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <i>[insert names(s) of location(s)]</i> For item 1, the minimum period of warranty/shelf life shall be For item 2, the minimum period of warranty/shelf life shall be For item 3, the minimum period of warranty/shelf life shall be
Repair and Replacement GCC 28.5	The period for repair or replacement shall be: <i>[insert number]</i> day(s)

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_i - P_o [a + b \frac{L_i}{L_o} + c \frac{M_i}{M_o}] - P_o$$
$$a + b + c = 1$$

in which:

P_i = adjustment amount payable to the Supplier.

P_o = Contract Price (base price).

a = fixed element representing profits and overheads included in the Contract

Price and generally in the range of five (5) to fifteen (15) percent,

b = estimated percentage of labor component in the Contract Price,

c = estimated percentage of material component in the Contract Price.

L_o , L_i = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

M_o , M_i = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin. The coefficients a , b , and c as specified by the Purchaser are as follows:

a = *[insert value of coefficient]*

b = *[insert value of coefficient]*

c = *[insert value of coefficient]*

The Bidder shall indicate the source of the indices and the base date indices in its bid. Base date = thirty (30) days prior to the deadline for submission of the bids. Date of adjustment = *[insert number of weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The

Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services

Section VII Special Conditions of Contract 15

subject to adjustment.

- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

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		
Company Registration Certificate / Founding Statement		
Good Standing Certificate For Social Security		
Good Standing Certificate for Tax		
Affirmative Action Compliance Certificate		

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.