



REPUBLIC OF NAMIBIA

OFFICE OF THE PRIME MINISTER

Tel: (061) 287 9111

Private Bag 13338

Fax: (061) 224910

Windhoek

Enq: Hilma K. Kawela

Request for Sealed Quotation

Supply of Pastel server at DDRM as per the specifications

Procurement Reference No: G/RFSQ/02-38/2024

[Office of the Prime Minister Nickel Street, Prosperita, Tel: 061 – 435 1112 Fax: 302060, Hilma.Kawela@opm.gov.na]

Due date: 28 January 2025 at 11h00am



REPUBLIC OF NAMIBI

OFFICE OF THE PRIME MINISTER

Tel: (061) 287 9111

Private Bag 13338

Fax: (061) 224910

Windhoek

Letter of Invitation

To:
.....
.....

G/RFSQ/02-38/2024

17/01/2025

Dear Sirs/Madam

Request for quotation: Supply of the pastel server at DDRM as per the specifications

The Office of the Prime Minister invites you to submit your best quote for the services described in detail hereunder.

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to Ms Hilma Kawela or *Mr Michael Kalumba at 061-4351112/1*

Yours faithfully

Brian Mungunda
PMU Chairperson

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Office of the Prime Minister reserves the right:

- (a) to accept or reject any quotation; or
- (b) 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 services mentioned in Section III by completing, signing and returning:

- (a) The Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) The Priced Activity Schedule in Section IV;
- (c) The Specifications and Performance Standards Compliance Sheet in Section V; and;
- (d) Any other attachment as deemed appropriate.

You are advised to carefully read the complete Request for 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 bid submission deadline.

4. Eligibility Criteria

NB: To be eligible to participate in this Quotation exercise, you should submit the following; and failure to submit the below documentations, you will be disqualified.

- (a) Have a valid company Registration Certificate; indicating the line of business, and share holders
- (b) Have an original valid good Standing Tax Certificate or certified copy;
- (c) Have an original valid good Standing Social Security Certificate certified copy;
- (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;
- ((f) Signed and complete a written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015.
- (g) Signed and complete the Bid-securing Declaration attached to the document.

5. Bid Security/Bid Securing Declaration.

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

6. Services Completion Period

The completion period for services shall be *as per the request by Office of the Prime Minister* after acceptance/issue of Purchase Order. Deviation in completion period shall be considered if such deviation is reasonable.

7. Documents to be submitted

NB: Bidders shall submit along with their quotations documents giving company's profile, past experience and evidence of similar services provided together with customer's reference details.

8. Sealing and Marking of Quotations

NB: 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 at the back of the envelope.

9. Submission of Quotations

Quotations should be **delivered before or on 018 October 2024 at 11am** to the same address indicated above and contact person. Quotations received by e-mail will not be considered.

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 evaluated cost to determine the lowest evaluated quotation.

11. Scope of Services, Specifications and Performance Standards

The Scope of Services and Performance Standards Compliance Sheet detailed in Sections III and V are to be complied with. Bidders may propose alternative for part of the scope substantiating that such alternatives will equally serve the interest of the Public Entity. However evaluation will be carried out as per the defined scope. Alternatives will only be considered from bidders having submitted the lowest evaluated quotation as per the base requirements.

Bidders have to substantiate in what manner the deviation in set specifications and performance standards, if any, are not material deviation.

12. Prices and Currency of Payment

Prices for the execution of services shall be fixed in Namibian Dollars as quoted. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services, and shall include all duties. The whole cost of performing the services shall be included in the items stated, and the cost of any incidental services shall be deemed to be included in the prices quoted.

13. Margin of Preference

14.1. The applicable margins of preference and their application methodology are as follows:
N/A

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 perform the 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 and General Conditions of Contract

16. Notification of Award and Debriefing

The Public Entity shall after award must 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 of ward on its website within seven (7) days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven days (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 Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of this RFQ prevail over any attachments. **If your quotation is not authorised, it may be rejected.**]*

| | |
|---|--|
| Quotation Addressed to : <i>[Name of Public Entity]</i> : | |
| Procurement Reference Number: | |
| Subject matter of Procurement: | |

We offer to provide the services detailed in the Scope of Service, 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: Request for Quotations.

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 Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein.

The validity period of our Quotation is 30 days from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced Activity 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 services will commence within **as prescribed by Office of the Prime Minister** from date of issue of Purchase Order/ Letter of Acceptance.

The services will be completed within **as prescribed by Office of the Prime Minister** from date of issue of Purchase Order/ Letter of acceptance.

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 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, 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.*

SECTION III: SCOPE OF SERVICES

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: G/RFSQ/02-38/2024: **Supply of pastel server at DDRM as per the specifications**

[Complete the unit and total prices for each item listed below in Namibian dollars. Authorize the prices quoted in the signature block below. The table shown hereunder may be re-designed and customized as per the type of services required].

| TOTAL VAT INCL. | | | | |
|-----------------|--|--|------------|-------------|
| ITEMS QUANTITY | Brief Description of Services/specifications | | UNIT PRICE | TOTAL PRICE |
| A* | B* | | | |
| 1 | <i>Server (computer)</i> | | | |
| | <i>(see specifications at page 11)</i> | | | |

NB: Attached the pricing quotation with company log and indicate the estimated delivery time

Priced Activity Schedule Authorised By: *[insert company seal]*

| | | | |
|--------------------|--|------------|--|
| Name of signatory: | | Signature: | |
| Position: | | Date: | |
| Company Name : | | | |

SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARD COMPLIANCE SHEET

NB: Attached the pricing quotation with company log.

Procurement Reference Number: G/RFSQ/02-38/2024

[Bidders should complete columns C and D with the specifications of the services 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 | Description | Quantity | For Tenderer to complete | | |
|---------------|-------------------------|---|----------------|--------------------------|----|-----------|
| | | | | Yes | No | Deviation |
| Server | Form Factor | Rack mount 1U or 2U | One (1) | | | |
| | Processor | 2x Intel Xeon Silver 4309Y 8C 2.8GHz 105W | | | | |
| | Memory | 64 GB DDR4 | | | | |
| | Storage Capacity | 14T | | | | |
| | Supported Hard Disk | 2.5 or 3.5 SATA/SAS/NVMe | | | | |
| | Raid Support | Software Raid (supporting 5,6,10,50) | | | | |
| | Network Interface | 1Gbe 2-port Base T Network Card | | | | |
| | Power Supplies and Fans | Two hot-swap/ redundant power supplies; two integrated fans per power supply | | | | |
| | OS Supported | Microsoft Windows Server, Red Hat Enterprise Linux, SUSE Linux Enterprise Server, VMWARE ESXi | | | | |
| | Support License | Up to 5 years support services License | | | | |
| | Warranty | 3 Year Warranty | | | | |

Specifications and Performance Standard Compliance Sheet Authorised By:

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

MARGINS OF PREFERENCES WHEN EVALUATING BIDS FO EXCLUSIVE PREFERENCES AS PER PARAGRAPH 10
 (2) OF CODE OF GOOD PRACTICES ON PREFERENCES

| Category | Margins of preference | Documentary Evidence |
|--|------------------------------|---|
| Namibian shareholding | 3% | - if the bidder meets any of the qualification criteria under section 71(3) of the Act. |
| Good manufactured, grown, mined or extracted in Namibia | 4% | - if the goods are grown, mined or extracted within Namibia, or if manufactured goods have a local content of 40% or more of the manufacturing costs of the goods, as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant, except for open international bidding where certification must have to be done by an Auditor registered in terms of the Public Accountant' and Auditors' Act 51 of 1951. |
| Namibian Employees | 3% | (a) 1% - if between 50% - 60% of the employees of the entity inclusive of management are Namibian citizens; OR (b) 3% - if more than 60% of the employees of the entity inclusive of management are Namibian citizens. |
| Total | 10% | |

SECTION VI: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

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) Ref: NCS-LS/RFQ-GCC for procurement of services (lump-sum) available on the website of the Public Entity (*insert website address*) except where modified by the Special Conditions below.

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: G/RFSQ/02-38/2024

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

| Subject and GCC Reference | Special Conditions |
|---|---|
| Definitions GCC 1.1(a) | Adjudicator is Not Applicable for this contract |
| Definitions GCC 1.1(l) | The Member is: <i>Office Of the Prime Minister</i> |
| Definitions GCC 1.1(o) | The Service Provider is: [<i>to be inserted at contract signing</i>]..... |
| Notices GCC 1.4 | Any notice shall be sent to the following addresses: For the [Office of the Prime Minister], Address: Nickel Street, Prosperita, Windhoek. contact; Ms. Hilma K. Kawela, at 061 – 4351112 (081 1407617) For the [Service Provider], the address and contact name shall be [<i>to be inserted at contract signing</i>]: _____ |
| Authorised Representatives GCC 1.6 | The Authorised Representatives are: For the Public Entity: Ms. Hilma K. Kawela For the Service Provider [<i>to be inserted at contract signing</i>]: _____ |
| Effectiveness of Contract GCC 2.1 | The date on which this Contract shall come into effect is _____ as soon as the purchaser order is accepted. |
| Starting Date | The intended starting date for the commencement of Services is _ as soon as possible after the acceptance of the Purchase order. |

| | |
|---|---|
| GCC 2.2.2 | |
| Intended Completion Date GCC 2.3 | The intended completion date is: as prescribed by the Office of the Prime Minister after from the starting date. |
| Prohibition GCC 3.2.3(c) | List of Activities: _____ as indicated in the specifications as indicated above. |
| Service Provider's Actions Requiring Public Entity's Prior approval GCC 3.7(c) | The other actions are _____. check all necessary documentations as required in this bidding document. |
| Documents Prepared by Service Provider to be the Property of the Public Entity GCC 3.9 | Restrictions on the use of documents prepared by the Service Provider are: The Bidding document to be returned to the Office of the Prime Minister on or before the closing date. |
| Payments of Liquidated Damages GCC 3.10.1 | Liquidated damages for the whole contract are [1%] per week. The maximum amount of liquidated damages for the whole contract is [5%] of the final contract price. |
| Lack of Performance Penalty GCC 3.10.3 | The percentage _____ to be used for the calculation of lack of Performance Penalty (ies) is _____. <i>(Where applicable) as indicated in the GCC.</i> |
| Performance Security GCC 3.11 | (i) No Performance Security is required*or/ complete and signed a Performance Securing Declaration |
| Assistance and Exemptions GCC 5.1 | The assistance and exemptions provided to the Service Provider are <i>(where applicable)</i> : N/A _____ |
| Contract Price GCC 6.2(a) | The amount in local currency is _____ Not specified. |
| Terms and Condition of Payment GCC 6.4 | Insert the payment terms in line with the GCC. As specified in GCC 6.4. |

| | |
|---|--|
| Interest on Delayed Payments GCC 6.5 | Payment shall be made within 30 days of receipt of the invoice and the relevant documents, and within _____ days in the case of the final payment. The interest rate is _____. Legal rate as specified in GCC 6.5 |
| Price Adjustment GCC 6.6.1 | Price adjustment <i>is not</i> applicable. |
| Dispute Settlement GCC 8.2 | In cases where no adjudicator has been appointed the disputes shall be subject to the procedures of the laws of Namibia. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute may be referred to court by either party. |
| Dispute Settlement GCC 8.2.3 | Not Applicable |
| Dispute Settlement GCC 8.2.4 | The arbitration procedures of _____ will be used (applicable to overseas service provider) |
| Dispute Settlement GCC 8.2.5 | Not Applicable |

(a) 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 4**QUOTATION CHECKLIST SCHEDULE**

[

Procurement Reference No.: G/RFSQ/02-38/2024

| Description | Attached (please tick if submitted and cross if not) |
|--|---|
| Quotation Letter | |
| Priced Activity Schedule | |
| Specifications and Compliance Sheet | |
| Bid securing declaration | |
| Written Undertaking in terms of Labour Act, 2007 | |
| Good standing certificates: Valid - NamRA | |
| Good standing certificates: Social Security | |
| Affirmative Action and Company Registration | |
| Company's Founding Statement | |

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.