



## KUNENE REGIONAL COUNCIL



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Fax: +264-65073077

M. Muharukua Street  
OPUWO, NAMIBIA

Private Bag 502  
OPUWO, NAMIBIA

### REQUEST FOR QUOTATIONS FOR WORKS

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### SUPPLY AND DELIVERY OF ANTI-VIRUS SOFTWARE LICENCES TO KUNENE REGIONAL COUNCIL

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**Procurement Reference No: W/RFQ/KRC- 03/2023**

Name of bidder:.....

Contact Number of Bidder:.....

Email Address of Bidder.....

Authorized Representative of Bidder:.....

Signature of Bidder:.....

Bid Total Amount: N\$•.....

Kunene Regional Council  
Private Bag 502  
Opuwo  
Tel: +264-65-273950



# Kunene Regional Council



Private Bag 502, Opuwo

Tel: 065 273950,

Fax: 065 273077

## Letter of Invitation

22 May 2023

(Name and Address of Bidder)

To:.....

\_\_\_\_\_

\_\_\_\_\_

Procurement Reference No: W/RFQ/KRC- 03/2023

Dear Sirs/Madam,

Supply and delivery of Anti-Virus Software Licenses to Kunene Regional Council

The Kunene Regional Council invites you to submit your best quote for the works 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 Mr. Junias Haimbodi, 0811660196 pmu.kunenerc@gmail.com.

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

Yours faithfully,

G.P. KAMSEB

CHIEF REGIONAL OFFICER



## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The Kunene Regional Council reserves the right:

- (a) to split the contract as per the lowest evaluated cost per lot; and
- (b) to accept or reject any quotation or 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 works 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 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 180 days from the date of bid submission deadline.

### 4. Eligibility Criteria

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

- (a) have a certified valid copy of company Registration Certificate;
- (b) have a certified valid copy of good Standing Tax Certificate;
- (c) have a certified valid copy of good Standing Social Security Certificate;
- (d) have a valid certified copy of 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 valid certified copy of certificate indicating SME Status (for Bids reserved for SMEs);
- (t) Submit signed bid-securing declaration.
- (g) Attach proof of confirmation of account from a Namibian Banking Institution
- (h) 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 subclause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- (i) Preferences shall be given to SME bidders operating within Kunene Region where goods are required. Therefore, attach a confirmation letter from Councillor's office (not older than two months) or fitness from Local Authority in Kunene Region.

G) Attach copy of National Identification document for the owner of the company.

5. Bid Security/Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be 30 days after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted/shall be considered if such deviation is reasonable Kunene Regional Council to select as appropriate.

7. 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 at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at Kunene Regional Council, Mumbijazo Muharukua Street, P/Bag 502, Opuwo, not later than 13 June 2023 at 1 11100. 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 section 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 evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

11. Technical Compliance

The Specifications and Compliance Sheet details the minimum specifications of the works to be carried out. The specifications have to be met, but no credit will be given for exceeding the specifications.

12. Prices and Currency of Payment

Prices for the execution of works 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 works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

13. Margin of Preference

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

13.1. The applicable margins of preference and their application methodology are as follows: 5% margin of preference shall be given to bidders from Kunene Region

14. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation that is not more than 0% above and not less than 15% below the estimate with market related rates and qualified to perform the works 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. Performance Security Not applicable

NB: Bidders previously awarded bid (s) by Kunene Regional Council and still have outstanding delivery of works/service /goods will not be considered for this procurement.

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 7 days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within 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 the RFQ prevail over any attachments. If your quotation is not authorised, it will be rejected

Quotation addressed to:	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

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

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act 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 [forfeiture of the security amount / disqualification on the grounds mentioned in the BDS]

The validity period of our Quotation is \_\_\_\_\_ days [insert number of 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.

Works will commence within \_\_\_\_\_ [insert number] days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within \_\_\_\_\_ [insert number] days 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./E-mail	

### BID SECURING DECLARATION

(Section 45 of 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

ANNEXURE 2

LOCAL SOURCING DECLARATION

(Section 73 of Act)

Regulation 37(5) and 56(2)

Date-.....

Bid No•.....

To: .....

[insert complete name of Public Entity]

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 local sourcing declaration by the bidders. I/ We\* accept that under section 45 of the Act, I/ we\* may be suspended or disqualified in the event of-

- a) If found that the goods, works and services are found to be not meeting the local content and is not supplied by the suppliers based and operating from Kunene region, where the goods are required.
- b) I/ we\* understand this local sourcing declaration ceases to be valid if I am/ We are\* not the successful Bidder

Signed:

\_\_\_\_\_  
[insert complete name of person whose name and capacity are shown] Capacity of: [indicate legal capacity of persons(s) signing the local sourcing declaration] Name:

\_\_\_\_\_  
[insert complete name of person signing the local sourcing 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 joint venture, the local sourcing declaration must be in the name of all partners to the joint venture that submits the bid.]\*delete if not applicable appropriate.

A. Evaluation Criteria for office use Onl

	Max Marks
Implement the empowerment and industrialization policies of Government	100
ocal bidder	
Women	
outh (age 18 - 35)	



	Total
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**Re ublic 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.....

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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: STATEMENT OF REQUIREMENTS

This text hereunder is a guidance for the preparation of the Specifications and Performance Requirements and should not form part of the final document

A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Public Entity without qualifying or conditioning their quotations. Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of quotations be ensured, and the subsequent task of quotation evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of Specifications from previous similar Contracts are useful in preparing Specifications. Most Specifications are normally written specially by the Public Entity to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in these Documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Namibia or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.

### Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

## A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

As specified in the (price activity schedule Section IV)

### B. DRAWINGS

None

## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number:

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[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]

The quantities shown below are approximate and not subject to re-measurement for payment purposes.

Name:		Signature:	
Position:		Date:	

Authorised for and on behalf of:	Company	
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**1. Supply and delivery of Anti-Virus Software Licenses to Kunene Regional Council**

Item	Brief Description of Services	Quantity	Unit of Measure	Unit Price	Total Price
1.	Supply and Delivery of Kaspersky Anti-Virus License to Kunene Regional Council	350 Kaspersky Anti-Virus License	Each		
2.	VGA-HD Adapter	3	Each		
3	External USB DVD-RW Drive Optical Disc	2	Each		
4.	5 Port Network Switch	2	Each		
				Sub Total	
				VAT	
				Total	

Enter 0% VAT rate if VAT exempt.

\*Columns A to D to be completed as applicable by the Public Entity, except row 7-9 by Bidder.

Priced Activity Schedule Authorised By:

## **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. W/RFQ-GCC) available on the website of the Public Entity (insert website address) except where modified by the Special Conditions below

## **SECTION VIII SPECIAL CONDITIONS OF CONTRACT**

Procurement Reference Number: W/RFQ/KRC-03/2022

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

GCC Clause Reference	Special Conditions
Employer GCC 1.1(r)	Kunene Regional Council

Intended Completion Date GCC	To be communicated
Project Manager GCC 1.1(y)	The Project Manager is: Kunene Regional Council
Site GCC 1.1(aa)	The Site is located at— Opuwo.
Start Date GCC 1.1(dd)	To be communicated
The Works CCC 1.1(hh)	The Works consist of: Supply and delivery of Anti-Virus Software Licenses to Kunene Regional Council
Interpretation GCC 2.2	The project will be completed as specified in the price activity schedule
Language and Law CCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency

GCC Clause Reference	Special Conditions
	affecting safety of personnel or the Works or adjacent property.
Notices GCC 6	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be as given on the page 2 of this Bidding Document.</p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be:</p> <p>_____</p> <p>_____</p>

Insurance GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> <li>(a) for the Works, Plant and Materials: None</li> <li>(b) for loss or damage to Equipment: None.</li> <li>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well). Not Applicable</li> <li>(d) for personal injury or death: <ul style="list-style-type: none"> <li>(i) of the Contractor's employees: The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works.</li> <li>(ii) of other people: This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives.</li> </ul> </li> </ul> <p>for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
Site Date	The site Data shall be: N/A

GCC Clause Reference	Special Conditions
GCC 14.1	
Possession of the Site GCC 20.1	The Site Possession Date shall be: N/A

Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. 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 shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates shall not be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: 365 days. Applicable on for parts replaced  [The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]
Payment Certificates GCC 39.7	Kuncne Regional Council shall choose either:  A single statement of the estimated value of the work executed shall be submitted on completion of the Works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor".  .  "Payment shall be made as per progress of works without * payment for materials on site". N/A *delete as appropriate]
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by:  (a) the payment certificate; and  (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (1)	Not Applicable
Price Adjustment 44.	The Contract is not subject to price adjustment.
Retention	N/A
GCC Clause Reference	Special Conditions
GCC 45.	* Delete as appropriate



<p>Liquidated Damages GCC 46.1</p>	<p>The liquidated damages for the whole of the Works are N\$ 100.00 per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is N\$ 1000.00/15 days. N/A</p>
<p>Advance Payment GCC 48.1</p>	<p>(i) No advance payment shall be made* or</p> <p>* Delete as appropriate</p>
<p>Performance Security GCC 49.1</p>	<p>(i) No Performance Security is required*or</p>
<p>GCC 56.1</p>	<p>Operating and maintenance manuals should be supplied to the employer by the contractor not later than: Provided during hand over</p>
<p>GCC 59.1</p>	<p>N/A</p>

## QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.:

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Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Company Registration Certificate		
Good Standing Tax Certificate		
Good Standing Social Security Certificate		
Affirmative Action Certificate		
SME Certificate		
Bid Securing declaration		
Letter of undertaking		
Bank account confirmation		
Completion certificates or reference letters		

