

**REPUBLIC OF NAMIBIA**  
**MINISTRY OF AGRICULTURE, WATER AND LAND REFORM**

Tel: (061) 2965304  
Fax: (061) 228240  
Eng: S. Hango

Private bag 13343  
Robert Mugabe Avenue 55  
Windhoek



**Request for Quotations of  
GOODS**

**Procurement for Supply and Delivery of RJ45 Network Cable, Boots and IT Toolkits**

**Procurement Reference No: G/RFQ/37-35/2023**

**BIDDER'S DETAILS**

Bidder Name: _____	Bidder Representative: _____
Tel: _____	Mobile: _____
Fax: _____	E-mail: _____
Bid Amount: _____	Contract Period: _____ (Calendar Days)

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**Letter of Invitation**

**Subject: Procurement for Supply and Delivery of RJ45 Network Cable, Boots and IT Toolkits Procurement Reference No. G/RFQ/37-35/2023**

Dear Sir/ Madam

The Ministry of Agriculture, Water and Land Reform hereby invites you to submit your Quotation for the Procurement for Supply and delivery RJ45 network cable, boots and IT toolkits for Ministry of Agriculture, Water and Land Reform

Any resulting contract shall be subject to the terms and conditions referred to in the document. Queries, if any, should be addressed to **Mr. Samuel Hango, contact No. 061-2965304 (Ministry of Agriculture, Water and Land Reform, 55 Robert Mugabe Avenue, and Private Bag 13343 Windhoek.**

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,

**Mwala Lutaka**

**Head of Procurement Management Unit (PMU)**



## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The Ministry of Agriculture, Water and Land Reform 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; 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 **60** 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/ certified copy of company Registration Certificate;
- (b) have an original valid/certified copy of good Standing with the Receiver of Revenue;
- (c) have an original valid good Standing with the Social Security Commission or; in case where a company has no employees confirmation letter from the Commission;
- (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 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;
- (h) All pages of this bidding document must be initialled

## **5. Bid Security/Bid Securing Declaration**

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

## **6. Delivery**

Delivery shall be thirty (30) days after issue of Purchase Order. Deviation in delivery period *shall not be considered*.

- 6.1. The following tests and inspections will be conducted on the goods at delivery:
- **Products to be inspected against specifications.**

## **7. Sealing and Marking of Quotations**

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Ministry 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 **55 Robert Mugabe Avenue**, not later than **Thursday, 26 October 2023, at 10h00**. Quotations by post or hand delivered should reach **55 Robert Mugabe Avenue** 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 Ministry of Agriculture, Water and Land Reform 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 Securing Declaration, will be posted on the website of the Ministry and available to any bidder on request within three working days of the Opening.

## **10. Evaluation of Quotations**

The Ministry of Agriculture, Water and Land Reform 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.

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 margins of preference and their application methodology are as follows: *Not Applicable*

13.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of: *Not Applicable*

**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 in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

**15. Performance Security: *Not Applicable***

**16. Notification of Award and Debriefing**

The Ministry 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 Ministry of Agriculture, Water and Land Reform 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 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	

*NA*

Appendix to Quotation Letter

**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*



**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: .....

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## 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**

**PROCUREMENT REF NO: G/RFQ/37 - 35/2023**

INSTRUCTIONS TO THE PUBLIC ENTITY		INSTRUCTIONS TO BIDDERS							
At time of preparation of the RFQ, Columns A to D shall be filled in by the Public Entity.		Bidders shall fill-in columns E - I and fill the total							
<b>Procurement for Supply and Delivery of RJ45 Network Cable, Boots and IT Toolkits</b>		E= mark with a *if an equivalent is quoted F= Rate per unit                      G=Total price for one item ( C x F) • No equivalent is allowed, will lead to disqualification • Bidders shall fill in and sign the bottom section of this page • This contract will be awarded as a whole thus grand totals should be indicated, bids without grand totals will be rejected (G + H) • This bid is reserved for local bidders only as per directives issued by the Ministry of Finance in terms of Section 73 of the Public Procurement Act, 2015 (Act No 15 of 2015) on reservation of local suppliers in Khomas Region							
A	B	C	D	E	F	G			
Item no.	Description of Goods	Quantity required	Unit of measures	*	Price per unit NAD <sup>1</sup>	Total price without VAT NAD	VAT: NAD	Delivery weeks) (days/month	Country of Origin
	Switches 5 ports	30							
	Networking tool box	10							
	Tool box	10							
	Cat 6 cable roll	2000m							
	RJ-45 connector	2000							
	RJ-45 boots	2000							
	HDD convertor	200							
	External hard drive case	10							
	HDMI-VGA adaptor	3							
					<b>TOTAL</b>				
<b>Bidders are requested to attach a detailed quotation with full specifications and brand of the product to be supplied and delivered</b>		<b>GRAND TOTAL G + H</b>							
NAME:		SIGNATURE							
NAME OF BIDDER:		ADDRESS:							
		DATE							

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

*NA*

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

**SECTION III: LIST OF GOODS AND PRICE SCHEDULE**

**SECTION: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS**

The technical requirements are as specified in section (V). Inspection will be conducted accordingly to the specifications upon receipt of goods. Proof of related services provided must be attached.

\* Columns A and B to be completed by Public Entity.

**Specifications and Compliance Sheet Authorised By:**

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
	Networking tool box		
	Tool box		
	Cat 6 cable roll		
	RJ-45 connector		
	RJ-45 boots		
	HDD convertor		
	External hard drive case		
	HDMI-VGA adaptor		

NA

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

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Section VII. Special Conditions of Contract13

**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**/on the website of the Ministry of Agriculture, Water and Land Reform (*www.mlr.gov.na*) 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/37 -35/2023**

The clause numbers given in the first column correspond to the relevant clause number of the GCC.

<b>Subject and GCC clause reference</b>	<b>Special Conditions</b>
<b>Purchaser GCC 1.1(h)</b>	The purchaser is: <b>Ministry of Agriculture, Water and Land Reform, No. 55 Robert Mugabe Avenue, Private Bag 13343 Windhoek</b>
<b>Site GCC 1.1(m)</b>	The Site/final destination for delivery of the Goods is <b>Ministry of Agriculture, Water and Land Reform, No. 55 Robert Mugabe Avenue, Private Bag 13343 Windhoek</b>
<b>Incoterms Edition GCC 4.2(b)</b>	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
<b>Notices GCC 8.1</b>	Any notice shall be sent to the following addresses: Attention: Executive Director Street: No. 55 Robert Mugabe Avenue Floor/Room: Ground Floor, Room A1.33 City: Windhoek Telephone: +261 61 296 5339 Facsimile: +264 61 228 240
<b>Disputes GCC 10.2</b>	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: Namibian rules and procedures on arbitration.

Subject and GCC clause reference	Special Conditions
<b>Delivery and Documents</b> <b>GCC 13.1</b>	<p>The Goods are to be delivered within <b>(30)</b> 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, one original and two copies of the Supplier's invoice showing Purchaser, the Procurement Reference Number, Good's description, quantity, unit price and total amount. Invoices must be signed in original and stamped or sealed with the company <b>stamp/seal</b>.</p>
<b>Price Adjustment</b> <b>GCC 15.1</b>	<p>The price charge for the Goods supplied and the related Services performed <b>shall not</b> 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>
<b>Terms of Payment</b> <b>GCC 16.1</b>	<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>
<b>Terms of Payment</b> <b>GCC 16.3</b>	<p>Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.</p>
<b>Terms of Payment</b> <b>GCC 16.4 (a)</b>	<p>The price <b>shall not</b> be adjustable to the fluctuation in the rate of exchange.</p>
<b>Payment Period</b> <b>GCC 16.5</b>	<p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p>i) <b>On Acceptance:</b> 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>
<b>Performance Security</b> <b>GCC 18.1</b>	<p>(i) No performance security is required.</p>
<b>Discharge of Performance Security</b> <b>GCC 18.4</b>	<p>The performance security will not be discharged.</p>
<b>Packing</b> <b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be: <b>NONE</b></p>

Subject and GCC clause reference	Special Conditions
<b>Insurance</b> GCC 24.1	The insurance coverage shall be as specified in the incoterms. If not in accordance with Incoterms, insurance shall be as follows: N/A
<b>Transportation</b> GCC 25	Responsibility for transportation of Goods shall be as specified in the Incoterms. If not in accordance with the Incoterms, responsibility for transportation shall be as follows: as per incoterms 2010
<b>Inspection and Test</b> GCC 26.1	Inspection will be conducted accordingly to the specifications upon receipt of goods in order to be determine good quality. The demo will not form part of the items delivered to the purchaser: <b>Ministry of Agriculture, Water and Land Reform, No. 55 Robert Mugabe Avenue, Private Bag 13343 Windhoek</b>
<b>Location of Inspection and Tests</b> GCC 26.2	The inspections and tests shall be conducted at: <b>Ministry of Agriculture, Water and Land Reform, No. 55 Robert Mugabe Avenue, Private Bag 13343 Windhoek</b>
<b>Liquidated Damages</b> GCC 27.1	Liquidated damages for the whole contract are <b>1%</b> of the final contract price per day. The maximum number of liquidated damages for the whole contract is <b>4%</b> of the final contract price.
<b>Warranty</b> GCC 28.3	The period of validity of the warranty shall be: <b>One (1) year</b>  For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <b>Ministry of Agriculture, Water and Land Reform, No. 55 Robert Mugabe Avenue, Private Bag 13343 Windhoek</b>
<b>Repair and Replacement</b> GCC 28.5	The period for repair or replacement shall be: <b>Fourteen (14) days</b>

## SCHEDULE 2[NOT APPLICABLE]

### COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

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

**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**

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### 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]*

**Bidder Name:**

**Procurement Reference No.:**

**Amount:**

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Attach Quotation letter		
Attach Price activity schedule		
Attach specifications & compliance sheet		
Valid company Registration Certificate		
Valid good Standing Tax Certificate		
Valid good Standing Social Security Certificate		
Valid certified copy of Affirmative Action Compliance Certificate		
Valid security/Submit signed Bid-securing declaration		
Written undertaking in terms of Section 138 of the Labour Act, 2015 of Section 50 (2) (D) of Public Procurement Act, 2015		
All pages initialled		
Completion of annex I ( <b>Local sourcing</b> )		

*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.*

**ANNEXURE 1: 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 d 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 the 14 regions of Namibia and 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 signature of person whose name and capacity are shown]

Capacity of: [indicate legal capacity of person(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]

Date on: \_\_\_\_\_ day of \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

[Note\*: In case of a 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.

Please accept the assurance of my highest consideration