



**NAMIBIA UNIVERSITY  
OF SCIENCE AND TECHNOLOGY**

**Office of the Bursar**

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**REQUEST FOR SEALED QUOTATIONS**

**FOR**

**THE SUPPLY AND DELIVERY OF VARIOUS ICT EQUIPMENT FOR RIETFontein CAMPUS AT THE NAMIBIA  
UNIVERSITY OF SCIENCE AND TECHNOLOGY (NUST)**



**Procurement Reference No: G/RFQ/NUST - 003/2024**

**Namibia University of Science and Technology  
13 Jackson Kaujeua Street, Private Bag 13388, Windhoek, NAMIBIA  
Telephone: +264 61 207 2020; Fax: +264 61 207 2966; Email address: [bidbox@nust.na](mailto:bidbox@nust.na)**



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## **REQUEST FOR QUOTATION**

### **Letter of Invitation**

Dear Prospective Supplier

**Subject: Request for Sealed Quotations for the Supply and Delivery of various ICT equipment for Rietfontein Campus at the Namibia University of Science and Technology (NUST)**

The Namibia University of Science and Technology (NUST) 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.

Any request for clarification should be forwarded in writing to Ms Rosemary Tjombonde-Kakuuui; Tel: +264 61 207 2020 Fax: +264 207 2966, email address: [bidbox@nust.na](mailto:bidbox@nust.na).

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,

Rosemary Tjombonde-Kakuuui

*Secretary to the Procurement Committee*

## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

**NUST** 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 annexe 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.

Before preparing your quotation, you are advised to carefully read the Request for Sealed Quotations document, including the Special Conditions of Contract in Section VII. 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 submission deadline date.

### 4. Eligibility Criteria

To be eligible to participate in this RFQ exercise, you should attach the following **mandatory** documents:

- a) A certified copy of the Company registration, clearly indicating shareholders' and principals' contact details as registered with Business Intellectual Property Authority (BIPA) – ***Attach certified copies of all shareholders Identification documents.*** (Certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).
- b) A valid certified copy of an original Good Standing Tax Certificate (**valid at the deadline of submission of bid**) (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963),
- c) A valid original or valid certified copy (**valid at the deadline of submission of bid**) of Good Standing Social Security Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).

- d) A valid certified copy of Affirmative Action Compliance Certificate, or 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, **(valid at the deadline of submission of bid)** or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued *(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).*
- e) A written undertaking as contemplated in Section 138(2) of Labour Act, 2007.
- f) Submit signed Bid-securing Declaration.
- g) A certified copy of valid manufacturer's authorization covering all items the tenderer has tendered.
- h) A duly signed original statement by the manufacturer indicating that: the Tenderer is authorized to offer and supply goods that are manufactured by the manufacturer; the Original Manufacturer's Authorization (OMA) MUST be on Letter Head, duly signed, stamped and addressed to this specific tender and item specific.
- i) The Bidder must attached at least three (3) references letter from various companies where similar goods were provided in the last three (3) years. The letter must be on a company letterhead indicating contact person, telephone number and email address. **(Attach three reference letters)**

## 5. Bid Securing Declaration

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

## 6. Delivery

Delivery shall be no more than **180 days** after acceptance / issue of Purchase Order. Deviation in the delivery period shall be considered if such deviation is reasonable.

## 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 and contact information at the back of the envelope.

## 8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at:

**Namibia University of Science and Technology**  
**13 Jackson Kaujeua Street**  
**Bid Box**

**1<sup>ST</sup> Floor, Administration Building**

**Windhoek**

**Tuesday 23 April 2024**

**12h00 (local time)**

Quotations by post or hand should reach Namibia University of Science and Technology by the same date and time at the latest.

Late quotations will be rejected.

## **9. Opening of Quotations**

Quotations will be opened internally by the **NUST** immediately after the closing time referred to in instruction eight (8) above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, and the presence or absence of a Bid Securing Declaration will be posted on the NUST website [www.nust.na](http://www.nust.na) and available to any bidder on request within three working days of the Opening.

## **10. Evaluation of Quotations**

**NUST** shall have the right to request 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 **NUST** 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**

None

## **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 the contract. Award of contract shall be by the 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**

**NUST** shall, after award of the 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, **NUST** 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.**]*

<b>Quotation addressed to:</b>	NUST Procurement Management Unit 13 Jackson Kaujeua Street Windhoek West
<b>Procurement Reference Number:</b>	G/RFQ/NUST - 003/2024
<b>The subject matter of Procurement:</b>	Request for Sealed Quotations for the supply and delivery of various ICT equipment for Rietfontein Campus at the Namibia University of Science and Technology (NUST).

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 abide by ethical conduct during the procurement process and the execution of any resulting contract.

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	

**Appendix to Quotation Letter**

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

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Procurement Ref No.: G/RFQ/NUST – 003/2024

**To:**  
**Namibia University of Science and Technology**  
**13 Jackson Kaujeua Street**  
**Windhoek West**

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 the 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***

## Appendix to Quotation Letter

### Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid.]*

Date: on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

Procurement Ref No.: \_\_\_\_\_

Alternative Ref No.: \_\_\_\_\_

To: **Namibia University of Science and Technology**

**13 Jackson Kaujeua Street, Windhoek West**

**Private Bag 13388**

**Windhoek**

WHEREAS

We \_\_\_\_\_ *[insert complete name of Manufacturer]*, who are official manufacturers of \_\_\_\_\_ *[insert type of goods manufactured]*, having factories at \_\_\_\_\_ *[insert full address of Manufacturer's factories]*, do hereby authorize \_\_\_\_\_ *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us \_\_\_\_\_ *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: \_\_\_\_\_ *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: \_\_\_\_\_ *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: \_\_\_\_\_ *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

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

**QUOTATION FOR:** Namibia University of Science and Technology

**Procurement Ref No.** G/RFQ/NUST – 003/2024

INSTRUCTIONS TO THE PUBLIC ENTITY				INSTRUCTIONS TO BIDDERS					
At the time of preparation of the RFQ, Columns A to D shall be filled in by the Public Entity. [To be filled by the Public Entity]				<u>Bidders shall fill-in columns E - I and fill the total</u> E= mark with a *if an equivalent is quoted F= Rate per unit G=Total price for one item ( C x F) • If an equivalent is quoted, please attach to your quote appropriate technical information & specification • Bidders shall fill in and sign the bottom section of this page					
A	B	C	D	E	F	G	H	I	J
Item no.	Description of Goods (Include shape, colour, material, dimensions etc.)	Quantity required	Unit of measure	*	Price per unit NAD <sup>1</sup>	Total price VAT excl NAD	VAT: NAD	Delivery weeks) (days/month	Country of Origin
1	<b>Desktop Computers</b> Tier 1 Product Midi Tower preferred 12 <sup>th</sup> Generation i7 CPU 32 GB DDR4 RAM 1 TB NVMe Solid State Disk Onboard 4 Gb Graphics, LAN and Audio Keyboard & Mouse Windows 11 Single Language (Windows 11 Professional optional) 3 Years Manufacturer's Warranty  <b>Monitors</b> 23" Digital IPS LED anti-glare monitor. Inputs: HDMI and VGA	46	Each						
		46	Each						

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

Currency: ..... Exchange Rate: .....

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

Keynotes: **NA**=NOT APPLICABLE, **NQ**=NO QUOTE

A	B	C	D	E	F	G	H	I	J
Item no.	Description of Goods (Include shape, colour, material, dimensions etc.)	Quantity required	Unit of measure	*	Price per unit NAD <sup>1</sup>	Total price without VAT NAD	VAT: NAD	Delivery weeks) (days/month h	Country of Origin
2	<b><u>Colour Printer / copier / scanner:</u></b> Print, copy, scan Print Technology Laser HP LaserJet Pro MFP 4101fdw or equivalent	1	Each						
3	<b><u>Black and white printer</u></b> Print Print technology Laser HP LaserJet Enterprise M612dn or equivalent	1	Each						
4	<b><u>Black and white Printer / Copier / scanner</u></b> Print / copy / scan Print Technology Laser HP LaserJet Enterprise MFP M528dn or equivalent	1	Each						
5	<b><u>Switch</u></b> 24 ports UPOE+ L2 / L3 switch with 4 x 10 Gb optical uplink ports. Switch should be stackable with rack mounting kit.	8	Each						
6	<b><u>Switch</u></b> 48 ports UPOE+ L2 / L3 switch with 4 x 10 Gb optical uplink ports. Switch should be stackable with rack mounting kit.	11	Each						

7	<b><u>Switch</u></b> 8 Ports 10G SFP+ Enterprise level managed switch, IPv6, L3 routing, L2/L3/L4, QoS, IGMP & LAG. Rack mounting kit.	2	Each						
7	<b><u>Access Points</u></b> Mobility express capable access points	34	Each						
8	<b><u>Stacking cable</u></b> DAC	4	Each						
9	<b><u>Transceiver</u></b> 10 Gb SFP+ LC LR 10km SMF	26	Each						
					<b>TOTAL</b>				

	POSITION:	SIGNATURE	DATE
	ADDRESS:		

## SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Description of Goods (Include shape, color, material, dimensions etc.)	Quantity required
<p><b><u>Desktop Computers</u></b>  Tier 1 Product  Midi Tower preferred  12<sup>th</sup> Generation i7 CPU  32 GB DDR4 RAM  1 TB NVMe Solid State Disk  Onboard 4 Gb Graphics, LAN and Audio  Keyboard &amp; Mouse  Windows 11 Single Language (Windows 11 Professional optional)  3 Years Manufacturer's Warranty</p> <p><b><u>Monitors</u></b>  23" Digital IPS LED anti-glare monitor. Inputs: HDMI and VGA</p> <p><b><u>Colour Printer / copier / scanner</u></b>  Print / copy / scan  Print Technology Laser  HP LaserJet Pro MFP 4101fdw or equivalent</p> <p><b><u>Black and white printer</u></b>  Print  Print technology Laser  HP LaserJet Enterprise M612dn or equivalent</p> <p><b><u>Black and white Printer / Copier / scanner</u></b>  Print / copy / scan  Print Technology Laser  HP LaserJet Enterprise MFP M528dn or equivalent</p> <p><b><u>Switch</u></b>  48 ports UPOE+ L2 / L3 switch with 4 x 10 Gb optical uplink ports. Switch should be stackable.</p> <p><b><u>Switch</u></b>  24 ports UPOE+ L2 / L3 switch with 4 x 10 Gb optical uplink ports. Switch should be stackable.</p>	<p><b>46</b></p> <p><b>46</b></p> <p><b>1</b></p> <p><b>1</b></p> <p><b>1</b></p> <p><b>11</b></p> <p><b>8</b></p>

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<b><u>Switch</u></b> 8 Ports 10G SFP+ Enterprise level managed switch, IPv6, L3 routing, L2/L3/L4, QoS, IGMP & LAG. Rack mounting kit.	<b>2</b>
<b><u>Access points</u></b> Mobility express capable access points	<b>34</b>
<b><u>Stacking cable</u></b> DAC	<b>4</b>
<b><u>Transceiver</u></b> 10 Gb SFP+ LC LR 10km SMF	<b>26</b>

**SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET**

*[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.]*

Qty.	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
46	<b><u>Desktop Computers</u></b> Tier 1 Product Midi Tower preferred 12 <sup>th</sup> Generation i7 CPU 32 GB DDR4 RAM 1 TB NVMe Solid State Disk Onboard 4 Gb Graphics, LAN and Audio Keyboard & Mouse Windows 11 Single Language (Windows 11 Professional optional) 3 Years Manufacturer's Warranty		
46	<b><u>Monitors</u></b> 23" Digital IPS LED anti-glare monitor. Inputs: HDMI and VGA		
1	<b><u>Colour Printer / copier / scanner</u></b> Print, copy, scan Print Technology Laser HP LaserJet Pro MFP 4101fdw or equivalent		
1	<b><u>Black and white printer</u></b> Print Print technology Laser HP LaserJet Enterprise M612dn or equivalent		
1	<b><u>Black and white Printer / Copier / scanner</u></b> Print / copy / scan Print Technology Laser HP LaserJet Enterprise MFP M528dn or equivalent		



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Qty.	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
8	<b><u>Switch</u></b> 24 ports UPOE+ L2 / L3 switch with 4 x 10 Gb optical uplink ports. Switch should be stackable with rack mounting kit.		
11	<b><u>Switch</u></b> 48 ports UPOE+ L2 / L3 switch with 4 x 10 Gb optical uplink ports. Switch should be stackable with rack mounting kit.		
2	<b><u>Switch</u></b> 8 Ports 10G SFP+ Enterprise level managed switch, IPv6, L3 routing, L2/L3/L4, QoS, IGMP & LAG. Rack mounting kit.		
34	<b><u>Access Points</u></b> Mobility Express Capable Access Points		
4	<b><u>Stacking cable</u></b> DAC		
26	<b><u>Transceiver</u></b> 10 Gb SFP+ LC LR 10km SMF		

*\* Columns A and B to be completed by 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/NUST – 003/2024** on the website of the Public Entity [www.nust.na](http://www.nust.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/NUST – 003/2024**

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

Subject and GCC clause reference	Special Conditions
<b>Purchaser</b> <b>GCC 1.1(h)</b>	The purchaser is: <b>Namibia University of Science and Technology</b> <b>13 Jackson Kaujeua Street</b> <b>Windhoek West</b>
<b>Site</b> <b>GCC 1.1(m)</b>	The Site / final destination for delivery of the Goods is: <b>Namibia University of Science and Technology</b> <b>13 Jackson Kaujeua</b> <b>Windhoek West</b>
<b>Incoterms Edition</b> <b>GCC 4.2(b)</b>	Incoterms shall be governed by the rules prescribed in Incoterms <b>2010</b> .
<b>Notices</b> <b>GCC 8.1</b>	Any notice shall be sent to the following addresses: <b>Manager: Procurement</b> <b>Namibia University of Science and Technology</b> <b>Private Bag 13388</b> <b>Windhoek</b> <b>bidbox@nust.na</b> For the Supplier, the address and contact name shall be:  _____  _____  _____  _____

## Section VII Special Conditions of Contract 18

Subject and GCC clause reference	Special Conditions
<b>Disputes</b> <b>GCC 10.2</b>	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: _____
<b>Delivery and Documents</b> <b>GCC 13.1</b>	The Goods are to be delivered within <b>30 days</b> from the date of the Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) Signed delivery note;
<b>Price Adjustment</b> <b>GCC 15.1</b>	The price charge for the Goods supplied and the related Services performed shall not be adjustable.
<b>Terms of Payment</b> <b>GCC 16.1</b>	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
<b>Terms of Payment</b> <b>GCC 16.3</b>	Payments shall be made no later than thirty days after submitting an invoice and its certification by the Purchaser.
<b>Terms of Payment</b> <b>GCC 16.4 (a)</b>	The price shall not be adjustable to the fluctuation in the exchange rate.
<b>Payment Period</b> <b>GCC 16.5</b>	The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:  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.
<b>Performance Security</b> <b>GCC 18.1</b>	(i) No performance security is required
<b>Discharge of Performance Security</b> <b>GCC 18.4</b>	No performance security is required
<b>Packing</b> <b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: _____
<b>Insurance</b> <b>GCC 24.1</b>	<i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]</i>
<b>Transportation</b> <b>GCC 25</b>	The Goods shall be delivered: DDP

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Subject and GCC clause reference	Special Conditions
<b>Inspection and Test GCC 26.1</b>	The inspection and tests shall be upon suppliers' delivery of goods before signing the delivery note.
<b>Location of Inspection and Tests GCC 26.2</b>	The inspections and tests shall be conducted at: <b>Namibia University of Science and Technology</b> <b>13 Jackson Kaujeua Street</b> <b>Windhoek West</b>
<b>Liquidated Damages GCC 27.1</b>	Liquidated damages for the whole contract are 4% contract price per day. The maximum amount of liquidated damages for the whole contract is <i>[insert percentage]</i> 4% of the final contract price.
<b>Warranty GCC 28.3</b>	The period of validity of the warranty shall be: <b>3 years</b>
<b>Repair and Replacement GCC 28.5</b>	The period for repair or replacement shall be: <b>3 years</b>

### 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:

$$P_1 = P_0 \left[ a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- $P_1$  = adjustment amount payable to the Supplier.
- $P_0$  = 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.
- $L_0, L_1$  = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

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$M_0, M_1$  = 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:

$a = [\textit{insert value of coefficient}]$

$b = [\textit{insert value of coefficient}]$

$c = [\textit{insert value of coefficient}]$

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 =  $[\textit{insert number of weeks}]$  weeks prior to the 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 expressly 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 subject to adjustment.
- (b) If the currency in which the Contract Price  $P_0$  is expressed differs 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.

## COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	N\$	N\$
<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>		

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

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

### SCHEDULE 3

#### QUOTATION CHECKLIST SCHEDULE

**Procurement Reference No.:** G/RFQ/NUST – 003/2024

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Securing Declaration		
Evidence for conformity of Goods		
A certified copy of the Company registration, clearly indicating shareholders' and principals' contact details as registered with Business Intellectual Property Authority (BIPA) - <b>Attach certified copies of all shareholders Identification documents.</b> (Certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).		
A copy of an original Good Standing Tax Certificate ( <b>valid at the deadline of submission of bid</b> ) (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)		
A valid original or valid certified copy ( <b>valid at the deadline of submission of bid</b> ) of Good Standing Social Security Certificate; (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).		
A valid certified copy of Affirmative Action Compliance Certificate, or 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, ( <b>valid at the deadline of submission of bid</b> ) or in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)		

A written undertaking as contemplated in Section 138(2) of Labour Act, 2007.		
A certified copy of valid manufacturer's authorization covering all items the tenderer has tendered		
A duly signed original statement by the manufacturer indicating that: the Tenderer is authorized to offer and supply goods that are manufactured by the manufacturer; the Original Manufacturer's Authorization (OMA) MUST be on Letter Head, duly signed, stamped and addressed to this specific tender and item specific.		
The Bidder must attach at least three (3) reference letters from various companies where similar goods were provided in the last three (3) years. The letter must be on a company letterhead indicating contact person, telephone number and email address. <b>(Attach three reference letters).</b>		

**Disclaimer:** The list defined above is meant to assist the Bidder in submitting the relevant documents. It shall not be grounds 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.





## 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.*