



TO WHOM IT MAY CONCERN

REQUEST FOR PROPOSAL (RFP)

SUPPLY OF RED HAT ENTERPRISE LINUX LICENSES

CLOSING DATE : FRIDAY, 16 MAY 2025 AT 12:00

RFP NUMBER : BON NO. 07/2025

YOU ARE INVITED TO SUBMIT PROPOSALS FOR THE SUPPLY OF RED HAT ENTERPRISE LICENSES.

AS INDICATED IN THIS TENDER DOCUMENT. THE TERMS AND CONDITIONS ATTACHED ARE APPLICABLE.

ANY INFORMATION CONTAINED HEREIN DOES NOT CONSTITUTE AN EXPRESSED OR IMPLIED CONTRACT OR OFFER. THE BANK MAY CANCEL THIS PROCESS AT ITS SOLE DISCRETION.

THE TENDER MUST BE SEALED IN AN ENVELOPE CLEARLY MARKED "**SUPPLY OF RED HAT ENTERPRISE LICENSES**".

THE TENDER MUST BE HAND DELIVERED TO:

**BANK OF NAMIBIA
71 ROBERT MUGABE AVENUE
WINDHOEK**

YOURS FAITHFULLY

DAVID KAMBINDA
DEPUTY DIRECTOR: PROCUREMENT & FACILITIES MANAGEMENT

BANK OF NAMIBIA

REQUEST FOR PROPOSAL: SUPPLY OF RED HAT ENTERPRISE LINUX LICENSES

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A. REQUEST FOR PROPOSAL FORM

BANK OF NAMIBIA

Deputy Director: Procurement and Facilities Management

P. O. Box 2882

71 Robert Mugabe Avenue

Windhoek

NAMIBIA

Dear Sir,

RE: REQUEST FOR PROPOSAL: SUPPLY OF RED HAT ENTERPRISE LINUX LICENSES.

Having examined the RFP Registration Form, RFP Conditions, General Conditions of Contract and Scope, Specifications and Operations Requirements, herewith I/we offer to undertake for the supply of Red Hat Enterprise Linux Licenses for the total sum of:

N\$ _____

(AMOUNT IN NUMBERS VAT INCLUSIVE)

(AMOUNT IN WORDS VAT INCLUSIVE)

or such other amount as may be determined in accordance with a contract with the Bank of Namibia.

I/we have ensured that I/we have initialed each page of this request for proposal.

I/we acknowledge the RFP Registration Form, request for proposal Conditions, General Conditions of Contract and Scope, Specifications and Operations Requirements and that I/we am/are fully acquainted and in agreement with the contents thereof as evidenced by the signature hereunder.

Signed on behalf of the Tenderer at _____ on the _____ day of _____ 20____.

Full Name of Signatory

Signature

Capacity of Signatory _____

B. TENDER REGISTRATION FORM

Registered Name of the Tendering Entity:

Trading name of the Tendering Entity:

Company/Close Corporation Registration Number:

Date of Registration:

VAT Registration Number:

Social Security Number:

Namibian Income Tax Number:

Telephone Number:

Fax Number:

E-mail Address:

Name of Contact Person:

Physical Address of the Tendering Entity:

Postal Address:

[illegible]

Telephone	
Postal	
Fax	
Email	

Public Company Ltd	
Private Company (Pty) Ltd	
Close Corporation (CC)	
Sole Proprietorship	
Partnership	
Other	

Very Small	
Small	
Medium	
Large	

Manufacturing	
Supplier of Services	
Other (please specify)	
Supplier of products	
Import	

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List of all persons who are shareholders/owners of the Tendering Entity.
The shareholding information below must add up to 100%

Name & Surname	ID Number	Citizenship	% of Ownership	Race	Female or Male

People with disability (Please ✓ the relevant box)

Yes	
No	

Do the aforementioned people also fulfill an Executive Management function in the Tendering Entity? If yes, please complete the table below:

Name & Surname	ID Number	Citizenship	% of Ownership	Race	Female or Male

NATIONAL PRESENCE

Please provide details of places in Namibia where the tendering Entity is operating

Town	Region	Contact Person	Telephone

REFERENCES OF PREVIOUS CLIENTS

Company/Entity Name	Contact Person	Value of Contract	Description of Work

BANKING DETAILS

Bank Account Name: _____

Name of Bank: _____

Branch Code & Name: _____

Account Number: _____

Type of Account: _____

(Certified as correct by Banking Institution)

Name and Surname: _____

Signature: _____

Designation: _____

Tel No: _____

Fax No: _____

DATE STAMP OF BANKING INSTITUTION

DECLARATION OF INTERESTS

All Bidders are required to declare any interest that they or their employees may have in Bank of Namibia, or that any Bank of Namibia employee may have in the bidder. To that effect the following must be duly stated by the authorized signatory:

1. Are you or any person associated with your request for proposal, employees of Bank of Namibia?

☐ Yes

☐ No

If yes, provide particulars:

2. Does the Tenderer, or any person associated with this RFP, have any relationship (family, friend, otherwise) with any person employed in Bank of Namibia who may be involved with the evaluation and adjudication of this RFP:

☐ Yes

☐ No

If yes, provide particulars:

CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS REQUEST FOR PROPOSAL

I/We warrant that the information contained in this RFP is correct and complete, and I/We are fully authorized to furnish the information contained in this request for proposal on behalf of the bidder.

Signed on behalf of the Tenderer at _____ on the _____ day of _____ 20____.

Full Name of Signatory

Signature

Capacity of Signatory _____

If any changes to the information supplied on this Form occurs, the bidder is required to inform the Tender Secretariat within fourteen (14) business days. As outdated or inaccurate information may lead to the disqualification of a bid.

OFFICIAL USE:

Recommendation by Department concerned after the vetting of the Tenderer:

Signature: Senior Administrative Assistant

Date

Signature: Director

Date

Procurement and Facilities Management Division:

Full Name

Signature: Procurement Representative

Date

Signature: Deputy Director of Procurement
& Facilities Management

Date

C. REQUEST FOR PROPOSAL CONDITIONS

1. GENERAL

- 1.1 The information contained in this request for proposal document, as well as the information provided to bidders whether verbally or in documentary form by or on behalf of the Bank of Namibia ("Bank"), is provided to the bidders on the terms and conditions set out in this request for proposal document and all such other terms and conditions as the Bank may provide.
- 1.2 This request for proposal document is not a recommendation, contract, an offer or the like and is therefore, only an invitation by the Bank to the interested bidders for the submission of their proposals. Consequently, no contractual obligations will arise from this request for proposal process until a formal contract is executed by the duly authorized signatory of the Bank and the bidder.

2. UNCERTAINTIES

- 2.1 Should any doubt or uncertainty exist as to the meaning and interpretation of anything contained in this request for proposal document, same must be submitted in writing to the Tender Secretariat to have it explained, rectified or cleared before the proposal is submitted.
- 2.2 The bidder is required to check the number of pages to ensure that they are numbered consecutively, and should any be found to be missing, blank or indecipherable, the Tender Secretariat must be notified immediately in order to have the page replaced.
- 2.3 All enquiries related to this proposal must be directed to the Tender Secretariat.

3. ACCEPTANCE OF REQUEST FOR PROPOSAL

- 3.1 Any proposal submitted that does not comply in all respects with the requirements stated in this request for proposal document or is incomplete or inaccurate may be considered invalid and as such, disqualified, at the Bank's sole discretion.
- 3.2 The lowest proposal will not necessarily be accepted.
- 3.3 The Bank may at its discretion, accept a request for proposal in whole or in part.
- 3.4 The Bank reserves the right to make a selection solely on the information received in the request for proposals or to negotiate further with one or more bidders.
- 3.5 Any request for proposal that is qualified by the bidder's own conditions may be disqualified, at the Bank's sole discretion.
- 3.6 The cost for purchasing this request for proposal document is non-refundable because of the Bank's production costs in compiling this request for proposal.

- 3.7 Any decision taken by the Bank regarding this request for proposal will be final. However, an aggrieved bidder may request, in writing, for written reasons for such decision within three (3) business days from the date the Bank issued such decision.

4. REQUEST FOR PROPOSAL OPENINGS

Bidders who submitted a request for proposal but could not attend the opening may be provided with a copy of the proceedings upon written request, provided such request is made and received by the Bank within ten (10) days of the opening of the request for proposal.

5. CONFIDENTIALITY

- 5.1 The Bank recognizes the right bidders to confidentiality in all request for proposals. As such all request for proposals received will, unless otherwise agreed or where disclosure has been stipulated as a condition of this request for proposal document, be treated with confidentiality.
- 5.2 Information obtained in the process of examination, and relating to the clarification and evaluation of request for proposals, as well as recommendations concerning awards will not be communicated to the public and will remain confidential at all times with the exception to instances where the governing laws prescribe otherwise.
- 5.3 No part of this request for proposal document may be duplicated in any manner or by any processes whatsoever without the prior written consent of the Bank. The bidder to whom this request for proposal document is issued to or made available to, for proposing, will be held responsible for any contravention of this clause.

6. INTERFERENCE WITH REQUEST FOR PROPOSALS

The Bank reserves the right to disqualify any bidder in the event of the bidder having interfered with the request for proposal procedure in any way.

7. CONFLICT OF INTEREST

- 7.1 If at any time the bidder identifies an actual, potential or perceived conflict of interest, the bidder must immediately notify the Bank in writing.
- 7.2 The Bank reserves the right to exclude the proposal submitted by such bidder from further consideration, or to withdraw or cancel any award made to the bidder with immediate effect unless the bidder is able to resolve such conflict to the Bank's satisfaction.

8. SUBMISSION OF DOCUMENTS

- 8.1 The request for proposal must be submitted on the enclosed form and must not be qualified by the bidder's own conditions as to do so will lead to the proposal being disqualified.
- 8.2 Additional information called for must be typewritten or electronically produced.

8.3 Should the Bidders provide any misleading information or misrepresentations and/or fails to meet the conditions for the supply of the services as stipulated in this request for proposal document, the bidder will be liable to pay a penalty, as determined by the Bank.

8.4 The Bank reserves the right to disqualify any bidder who provides misleading information or misrepresentations and/or and who fails to meet the conditions for the supply of the services as stipulated in this request for proposal document.

9. REQUEST FOR PROPOSAL PRICES

All proposal prices quoted are to be in Namibian currency and must be VAT inclusive.

10. TERMS FOR ADVANCE PAYMENT

Any advance payments requested by bidders in their submitted proposal documents should be well motivated for the Bank's consideration.

11. REQUEST FOR PROPOSAL VALIDITY PERIOD

This request for proposal will remain valid for a period of three (3) calendar months from the closing date of the submission of request for proposals and will remain binding and be capable of acceptance at any time up to the expiration of the said three (3) calendar month period and will thereafter, if not accepted by the Bank automatically expire.

12. CLARIFICATIONS AFTER CLOSE OF REQUEST FOR PROPOSAL

12.1 Matters listed as disqualifying factors in this request for proposal document will not be clarified after a request for proposal has closed. Non-eligible RFPs will therefore be disqualified on this basis. However, clarifications will be allowed as part of the responses on issues which would not impact the price or scope of the request for proposal.

12.2 Clarification on any other matters requiring additional information from the bidders after the closing date will be communicated to the bidders via the Tender Secretariat.

13. AWARDING OF REQUEST FOR PROPOSALS

The Successful bidder will be given a period of seven (7) business days to accept or reject the award in writing to the Tender Secretariat. Failure to respond will constitute an automatic rejection of the award.

The Bank will not be required to render payment to any bidder or be liable for any financial obligations to any bidder until a written contract has been executed between the Bank and the successful bidder. Payment will then be made in terms of such written contract.

14. COST OF REQUEST FOR PROPOSAL

The cost of request for proposal will be the sole responsibility of the bidder and the Bank will not be held liable for any losses or expenses incurred by any bidder in the preparation of its request for proposal, including but not limited to the transport of samples or any other costs incurred.

15. DOCUMENTS TO BE SUBMITTED WITH REQUEST FOR PROPOSAL

15.1 With each request for proposal, interested bidders will be required to submit the following information in addition to the information related to the technical and price information - all copies must be certified:

15.1.2 **Mandatory documents:**

NB: Mandatory documents as listed in (a,b,f,g,h & j) shall also apply to foreign service providers.

- a) Entity's Legal Registration or incorporation Documents.
- b) Audited Financial Statements – Not older than two (2) years for companies, and six (6) months bank statements for Small and Medium-sized Enterprises (SME's).
- c) Social Security Commission Good Standing Certificate – Not older than thirty (30) days (or relevant social contribution body in foreign jurisdictions).
- d) Good Standing Certificate from Inland Revenue (or relevant tax authority in other jurisdictions) – Not older than thirty (30) days.
- e) Value Added Tax Certificate (proof of registration for Value Added Tax from relevant authorities if not Namibian entity).
- f) Public and/or Professional Liability Insurance, where applicable.
- g) 'SME' Certificate, Compulsory for all entities that are SMEs (any similar document which suggests the size of the entity from relevant foreign authorities).
- h) Resolution on Entity's letterhead authorizing signatory to sign on behalf of the Entity.
- i) Namibia Preferential Procurement Corporation Certificate (Previously Disadvantaged Namibian Status) – The percentage and status of equity participation/ownership by previously disadvantaged people in the Entity.
- j) Ownership and Management structure – Copy of Identification Documents of all shareholders.

15.1.2 **The submission of the following documents may increase the ranking of a request for proposal:**

- a) After sales service information.
- b) Female Equity Representation – The percentage and status of equity participation/ownership by women in the Entity.
- c) Entity's Profile – Demonstration of the Entity's strengths and references from other clients.

16. SUBMISSION OF REQUEST FOR PROPOSALS

- 16.1 Unless indicated otherwise by the Bank, no RFPs may be transmitted by electronic means, as to do so will disqualify the request for proposal.
- 16.2 RFPs must be hand delivered in a sealed envelope which will be clearly marked:

BANK OF NAMIBIA:

“SUPPLY OF RED HAT ENTERPRISE LINUX LICENSES”

Request for Proposals will be lodged with the Bank at the following address:

***Bank of Namibia
71 Robert Mugabe Avenue, Windhoek***

D. GENERAL CONDITIONS OF CONTRACT

Clauses in the proposed contract between the Bank and the Bidder may include, but are not limited to, the below and can change as directed by the Bank.

1. NATURE OF CONTRACT

“SUPPLY OF RED HAT ENTERPRISE LINUX LICENSES”

2. VARIATION IN SCOPE

The scope of the contract and services to be rendered may be altered, subject to obtaining the prior written consent of both the Bank and the bidder (collectively the “Parties”).

3. INSURANCE

3.1 Where applicable, the bidder will obtain adequate and sufficient insurance coverage/group insurance for all its employees deployed at the Bank’s premises, against any accidents or for any unanticipated event such as, death/injury/ disablement at work and the like, and will furnish a copy of the same to the Bank.

3.2 The insurance policy must be valid for the full duration of the contract period between the Parties.

4. PRICING

4.1 Prices of the services rendered under the contract are to be inclusive of VAT.

4.2 Prices are to be fixed for a three (3) months period effective from the date of the close of RFP.

5. SERVICE DELIVERY DATE

Commencement of the services may be on date of signature of the contract.

6. PENALTY FOR LATE DELIVERY

6.1 Should the bidder default in rendering the services required within the time stated in clauses 5 and 7, the bidder will be liable to pay a penalty.

6.2 The Parties will negotiate and determine the value of the penalties for which the bidder is liable to pay.

6.3 Any penalty that may be imposed will be offset against any monies due to the bidder provided that monies are still due. In the event of such monies being insufficient to cover the amount of the penalties, or in the event of final payment already having been made, the bidder will within seven (7) days written notice to such effect pay the Bank the amount of such penalties due or balance of such penalties to the Bank.

7. EXTENSION OF DELIVERY TIME

- 7.1 No extension of the services will be considered except where the Bank requires of the services to be extended and enters into negotiations for same with the bidder. In such cases new dates for commencement or duration of contract will be established, subject to obtaining the prior written consent of both Parties
- 7.2 The Bank may however, at its entire discretion extend the period referred to in clause 5.

8. LIABILITY FOR DAMAGE

The bidder will be held liable for any damage caused to the Bank's premises or property by the fault or negligence of person employed or engaged by the bidder to render the services or any other person for which the bidder is responsible.

9. PAYMENT

- 9.1 No deposits will be paid by the Bank.
- 9.2 All payments will be made within thirty (30) business days of receipt of a detailed invoice, subject to the services being rendered in accordance with the agreed upon specifications and requirements.
- 9.3 Any monies due to the Bank by the bidder in respect of any penalties imposed in terms of clause 6 or in respect of any damage caused by the Bidder in terms of clause 8 may be offset against any monies due by the Bank to the Bidder.
- 9.4 The Bank will not make any payment to any other party on behalf of the Bidder.

10. CONFLICT OF INTEREST

- 10.1 The bidder warrants that at the time of submitting their RFP, no conflict of interest exists, or is likely to arise, which would affect the performance of its obligations under any contract entered between the Bank and the bidder.
- 10.2 The Bidder must exercise its responsibility in the best interests of the Bank and will not engage in any activities that would conflict with the contract.
- 10.3 If the bidder becomes aware of any actual or potential conflict of interest, the bidder must immediately notify the Bank in writing of (i) any such actual or potential conflict of interest and (ii) the procedures it intends to implement to resolve any such actual or potential conflict of interest, to the Bank's satisfaction.
- 10.4 In the event of a conflict of interest being identified, the Bank may, in its sole discretion, suspend the services, terminate the contract or take any other actions that the Bank considers as appropriate in the circumstances.

11. BREACH OF CONTRACT

- 11.1** In the event of a Party (hereinafter referred to as the Defaulting Party) committing a breach of any of the provisions of the contract, the other Party will have the right to call upon the Defaulting Party in writing to remedy such breach.
- 11.2** In the event of the Defaulting Party failing to remedy such breach within a period of 14 (fourteen) days after receipt of such notice then the other Party will have the right, without prejudice to any other rights to which such Party may be entitled to in law or under the contract at its option, either to cancel the contract and claim damages, or to claim specific performance of all the Defaulting Party's obligations, together with damages if any, whether or not such obligations have fallen due for performance.

12. CANCELLATION

- 12.1** If the bidder's estate is sequestrated as an insolvent, or if, being a company, it is placed under involuntary liquidation, the Bank may, without prejudice to any other rights, by written notice cancel the contract.
- 12.2** Notwithstanding the aforementioned, either party may cancel the contract, subject to providing 3 (three) calendar months' prior written notice of cancellation. Such cancellation will not prejudice the other party to any rights which have already accrued to such Party under the contract.

13. ARBITRATION

- 13.1** Should any dispute arise between the Parties as to the meaning or interpretation of any provision of the contract or as to the carrying into effect of any provision or as to the quantification or determination of any amount or thing required to be quantified or determined in terms of or pursuant to the contract, such dispute will be referred to arbitration.
- 13.2** Each party to the contract will be entitled to require by written notice to the other Party, that such dispute be submitted to arbitration in terms of this clause 13.
- 13.3** Subject to the provisions of this clause 13, the arbitration will be held under the provisions of the *Arbitration Act, 1965* of the Republic of Namibia or any statutory modification or re-enactment thereof for the time being in force.
- 13.4** The dispute will be referred to an independent arbitrator agreed upon by both Parties hereto. In the event of the Parties being unable to agree on the appointment of an arbitrator, the President of the Law Society will be requested to select the arbitrator.
- 13.5** Where action is taken in terms of this clause 13, such action will not relieve either Party from any liability for the due and timeous performance of such Party's obligations in terms of the contract.
- 13.6** The arbitrator will be entitled to make such award, including an award for specific performance, an interdict, damages or a penalty or otherwise as he in his sole discretion deems fit and appropriate and may deal as he may deem fit with the question of costs on an attorney client scale and his own fees.

13.7 The arbitration will be held as soon as possible after it is demanded with a view to its being completed within thirty (30) days after it has been so demanded.

13.8 Any award made by the arbitrator will be final and binding on the Parties and may be made an order of the High Court of Namibia.

14. DOMICILLIUM CITANDI ET EXECUTANDI

14.1 The Parties hereby choose *domicillium citandi et executandi* for all purposes under the contract as follows:

14.1.1 Bank of Namibia at: 71 Robert Mugabe Avenue, Windhoek, Namibia

14.1.2 The Bidder at: _____

14.2 Any Party will be entitled, by notice to the other, to change its domicillium to elsewhere in Namibia provided that the change will become effective only 14 (fourteen) days after service of the notice in question.

15. NOTICES

15.1 Any notice required to be given by either Party to the other will either be delivered at the *domicillium citandi et executandi* selected in terms of clause 14, hereof or will be given by prepaid registered mail letter addressed:

15.2 To: The Governor
Bank of Namibia
P O BOX 2882
WINDHOEK
NAMIBIA

15.3 To the Bidder: _____

15.4 Any notice given by either Party to the other will be considered delivered unless the contrary is proven:

15.4.1 If hand delivered to the *domicilium citandi et executandi* of such party, be deemed to have been received upon such delivery;

15.4.2 If posted by registered mail be deemed to have been received 4 (four) business days after delivery of such letter to the Post Office for posting.

16. CESSION

The bidders will not cede or assign any of its rights or obligations acquired or undertaken by it in terms of the contract.

17. VARIATION

17.1 No alterations, cancellations, variations of or additions to the contract will be of any force and effect unless reduced to writing and signed by both Parties to the contract.

17.2 No indulgence, leniency or extension of time which the Bank may grant or show towards the bidder, will in any way prejudice or preclude the Bank from exercising any of its rights in the future.

18. GOVERNING LAW

The contract will be governed by the Laws of the Republic of Namibia.

19. SCOPE, SPECIFICATIONS AND REQUIREMENTS

OVERVIEW

The purpose of this Request for Proposal (RFP) is to invite Information Technology Service Providers/Companies to submit proposals to the Bank of Namibia for the Supply of Red Hat Enterprise Linux licenses as per the specifications given below:

ITEM	DESCRIPTION	QUANTITY
RHRH00004	RHEL Server, Standard (Physical or Virtual Nodes) - 1 Year	8
RHRH00002	RHEL for Virtual Datacenters, Standard - 1 Year	8
RHRH00032	Red Hat Satellite for Unlimited Guests	8