



MUNICIPALITY  
**OTJIWARONGO**

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PRIVATE BAG 2209

**OTJIWARONGO**  
Namibia

# **Request for Sealed Quotations for Goods**

*Supply and Delivery of 6 Air-conditioners*

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**Procurement Reference No: G/RFQ/OTM/12/2020**

# SECTION I: INSTRUCTIONS TO BIDDERS

## 1. Rights of Public Entity

Otjiwarongo Municipality 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 List of Goods and Price Schedule Section III;
- (b) the Specifications and Compliance Sheet in Section V; and
- (c) 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 **30 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 company Registration Certificate;
- (b) have an original valid good Standing Tax Certificate;
- (c) have an original valid good Standing Social Security Certificate;

## 5. Bid Security/Bid Securing Declaration

Not applicable

## 6. Delivery

Delivery shall be within **30 days** after acceptance. Deviation in delivery period shall be considered if such deviation is reasonable and clearly stated.

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

Quotations **should be sealed in a single envelope**, clearly marked with the Procurement Reference Number, addressed to the Otjiwarongo Municipality 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 our front office not later than **29 May 2020 at 11:00 am**. Quotations by post or hand delivered should reach Otjiwarongo Municipality, 2 Kreft Street, Private Bag 2209, Otjiwarongo 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 Otjiwarongo Municipality 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 Security/Bid Securing Declaration, will be available to any bidder on request within three working days of the Opening.

## **10. Evaluation of Quotations**

Otjiwarongo Municipality 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 and to qualify deviations if any with respect to Otjiwarongo Municipality 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**

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/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.

**16. Notification of Award and Debriefing**

Otjiwarongo Municipality 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 Public Entity 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:	
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 *[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	



**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.*

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

QUOTATION FOR: *Supply and Delivery of 6 Air - conditioners*

Procurement Ref No. G/RFQ/OTM12/2020

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. [To be filled by the Public Entity]				Bidders shall fill-in columns E - I and fill the total E= mark with a *if an equivalent is quoted F= Rate per unit    G=Total price for one item ( C x F)						
A	B	C	D	E	F	G	H	I		
Item no.	Description of Goods	Quantity required	Unit of measures	*	Price per unit NAD <sup>1</sup>	Total price without VAT NAD	VAT: NAD	Total VAT Inclusive	Delivery weeks) (days/month	
1.	<b>12 000 BTU AIR- CONDITIONERS</b>	3								
	<b>9000 BTU AIR – CONDITIONERS</b>	1								
	<b>24 000 BTU AIR CONDITIONERS</b>	2								
					<b>TOTAL</b>					
NAME:		POSITION:		SIGNATURE			DATE			
NAME OF BIDDER:		ADDRESS:								



## SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

*[the Public Entity shall use this section to specify its Technical Requirements for the goods items, Inspection and examination, and the scope of Related Services, as applicable.]*

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: G/RFQ/OTM/12/2020

*[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.]*

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1	12 000 BTU AIR- CONDITIONERS X 3  9000 BTU AIR – CONDITIONERS X 1  24 000 BTU AIR CONDITIONERS X 2		

\* 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/OTM/12/2020** on the website of the Public Entity [www.otjiwarongomun.org](http://www.otjiwarongomun.org) 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/OTM/12/2020

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> GCC 1.1(h)	The purchaser is: Otjiwarongo Municipality
<b>Site</b> GCC 1.1(m)	The Site/final destination for delivery of the Goods is <b>Otjiwarongo Head Office, 2 Krefth Street</b>
<b>Incoterms Edition</b> GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
<b>Notices</b> GCC 8.1	Any notice shall be sent to the following addresses: For the Head Office, the address and the contact name shall be: <b>Mr Timothy Ggita, 067-302231</b> or at <a href="mailto:timothy@otjimun.org.na">timothy@otjimun.org.na</a> . For the Supplier, the address and contact name shall be: _____

Section VII Special Conditions of Contract 10

Subject and GCC clause reference	Special Conditions
<p><b>Disputes</b> <b>GCC 10.2</b></p>	<p>The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:</p> <p>If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure <b>specified in the GCC.</b></p>
<p><b>Delivery and Documents</b> <b>GCC 13.1</b></p>	<p>The Goods are to be delivered within <b>30 days</b> 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;</p>
<p><b>Price Adjustment</b> <b>GCC 15.1</b></p>	<p>The price charge for the Goods supplied and the related Services performed shall not be adjustable.</p>
<p><b>Terms of Payment</b> <b>GCC 16.1</b></p>	<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. However, the supplier is welcome to propose alternative terms of payment.</p>
<p><b>Terms of Payment</b> <b>GCC 16.3</b></p>	<p>Payments shall be made not later than <b>thirty days</b> after submission of an invoice and its certification by the Purchaser.</p>
<p><b>Terms of Payment</b> <b>GCC 16.4 (a)</b></p>	<p>The price shall not be adjustable to the fluctuation in the rate of exchange.</p>
<p><b>Payment Period</b> <b>GCC 16.5</b></p>	<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>

Section VII Special Conditions of Contract 11

Subject and GCC clause reference	Special Conditions
<b>Performance Security</b> <b>GCC 18.1</b>	Not applicable
<b>Discharge of Performance Security</b> <b>GCC 18.4</b>	Not applicable
<b>Packing</b> <b>GCC 23.2</b>	Not Applicable
<b>Insurance</b> <b>GCC 24.1</b>	The supplier is to ensure that their goods, while in transit, are insured on an “All Risks” basis including strikes and acts of God.
<b>Transportation</b> <b>GCC 25</b>	The Goods shall be delivered on pallets <b>and</b> offloaded at: <b>Otjiwarongo Head Office, 2 Kreft Street</b>
<b>Inspection and Test</b> <b>GCC 26.1</b>	The inspection and tests shall be: <b>once off after delivery</b>
<b>Location of Inspection and Tests</b> <b>GCC 26.2</b>	The inspections and tests shall be conducted at: <b>Otjiwarongo Head Office, 2 Kreft Street</b> after Delivery
<b>Liquidated Damages</b> <b>GCC 27.1</b>	The supplier shall effect delivery of materials within the intended period. In the event that the delivered goods fall short of the agreed amount, the supplier, at his own cost shall deliver the outstanding amount within a period of 7 days.
<b>Warranty</b> <b>GCC 28.3</b>	The period of validity of the warranty shall be: <b>12 month(s)</b>  For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <b>Otjiwarongo Head Office, 2 Kreft Street</b>
<b>Repair and Replacement</b> <b>GCC 28.5</b>	The period for repair or replacement shall be no less than <b>1 Year.</b>

**SCHEDULE 3**

**QUOTATION CHECKLIST SCHEDULE**

**Procurement Reference No: G/RFQ/OTM/12/2020**

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Evidences for conformity of Goods		
Documents Evidencing Eligibility		

***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.*

