

Republic of Namibia

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**OHANGWENA REGIONAL COUNCIL**  
**PROCUREMENT MANAGEMENT UNIT**

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TEL. 065 263972

FAX: 065 263752

Enq: Ms. Ms VN Kashululu

Private Bag 88013

Eenhana

08 January 2024

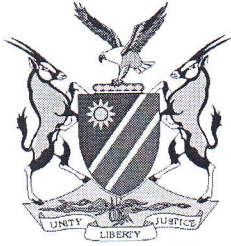
## **Request for Sealed Quotations For Goods**

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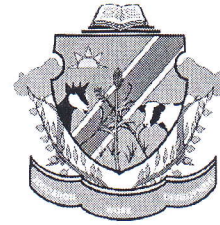
**SUPPLY, DELIVERY AND INSTALLATION OF THREE (3)  
NEW AIR CONDITIONERS AND SERVICE TWELVE (12)  
AIR CONDITIONERS FOR WATER SUPPLY**

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**Procurement Reference No: G/RFQ/OHRC38-07/2023/2024**



Republic of Namibia



**OHANGWENA REGIONAL COUNCIL**  
**PROCUREMENT MANAGEMENT UNIT**

TEL. 065 263972  
FAX: 065 263 752/ 0886562038  
Enq: Ms. VN Kashululu

Private Bag 88013  
Eenhana

08 January 2024

**Letter of Invitation**

**Bidder Details**

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Dear Sirs/Madam

**SUPPLY, DELIVERY AND INSTALLATION OF THREE (3) NEW AIR CONDITIONERS AND SERVICE TWELVE (12) AIR CONDITIONERS FOR WATER SUPPLY**

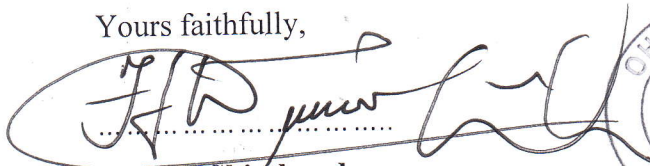
The **Ohangwena Regional Council** invites you to submit your best quote for the items described in detail hereunder.

Any resulting contract shall be subject to the terms and conditions referred to in the document.

Technical queries, if any, should be addressed to **Mr IN Kafula** while administrative queries should be addressed to **Mrs.VN Kashululu** at Water supply and Sanitation Coordination, Ohangwena Regional office.

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,

  
**Phillipus Shimhanda**  
**Head of Procurement Management Unit**



## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The **Ohangwena Regional Council** 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 **90 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 certificate of good standing with the Receiver of Revenue
- b) have a valid certificate of good standing with the social security commission; or in the case where a company has no employees, conformation letter from the Social Security Commission,
- c) have a valid 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;
- d) a written undertaking as contemplated in section 138(2) of the Labour Act, 2007 and
- (e) valid-

I. Certificate; of business registration for any entity incorporated or registered under the company or close corporation law of Namibia;

II. Certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia;

III. Document serving as evidence of registration as a trust and the trust deed for a trust registered under the law regulating trust in Namibia: or



But a bidder or supplier who is a sole proprietor only needs to comply with the provision of paragraph (a) to (d)

#### 5. Bid Securing Declaration

Bidders are required *subscribe to a Bid Securing Declaration* for this procurement process. The Bidder shall furnish as part of its quotation, a *Bid Securing Declaration* as per the format contained in Appendix to Quotation Letter of this document.

#### 6. Delivery

The goods shall be delivered at **Ohangwena Regional Council office** within **20 days** after acceptance/issue of Purchase Order. Deviation in 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 **Ohangwena Regional Council** with the **Bidder's name and contact information at the back of the envelope**.

#### 8. Submission of Quotations

Quotations should be hand delivered in the bid box at **the Reception of Water Supply and Sanitation Coordination Office, not later than the 26 January 2024 at 10:00**. Quotations by post or hand delivered should reach by the same date and time at latest. **Late quotations will be rejected. Quotations received by Fax or e-mail will not be considered.**

#### 9. Opening of Quotations

Quotations will be opened internally by the Ohangwena Regional Council immediately after the closing time referred to in instruction 8 above. At a bid Opening session, the name of the bidder, the total amount of each bid, any discount or alternative offered. And the preteens or absence of any bid securing if required. And the documents referred to in section 50(2), are read out and recorded, and a copy of the record is made available to any bidder on request.

#### 10. Evaluation of Quotations

The **Ohangwena Regional Council** 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 **Ohangwena Regional Council** 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 for the execution of works shall be fixed in Namibian Dollars as quoted.  
Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all



performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

**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: N/A

13.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of: N/A

### **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.

## SECTION II: QUOTATION LETTER

(to be completed by Bidders/Suppliers)

*[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 Securing Declaration* (BSD) attached hereto and subscribe fully to the terms and conditions contained therein.

**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 and Price Schedule.

### Quotation Authorised by:

Name of Bidder	Company's Address and seal/stamp		
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.: .....

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/STAMP (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*

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

QUOTATION FOR: SUPPLY, INSTALL REPLACE THREE (3) AIR CONDITIONERS AND SERVESED, GAS REFILL TWELVE (12) AIR CONDITIONERS FOR WATER SUPPLY

PROCUREMENT REF: NO. G/RFQ/OHRC38-07/2023/2024

INSTRUCTIONS TO THE PUBLIC ENTITY					INSTRUCTIONS TO BIDDERS				
Instructions to 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) • 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				
No.	Description of Goods	Quantity required	Unit of measures	E Price per unit NAD <sup>1</sup>	F Total price without VAT NAD	G VAT: NAD	H Total Price (VAT inclusive)	I Delivery weeks) (days/month	Country of Origin
	Supply and Install Refill with Gas 12000BTU high wall Panasonic Air Conditioners	3	Each						
	Remove existing Air Conditioners	3	Each						
	Service 12000BTU high wall Panasonic Air Conditioners 12000BTU	12	Each						
	TOTAL								
	VAT								
	GRANT TOTAL								
NAME OF BIDDER:				POSITION:		SIGNATURE:		DATE:	

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

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 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/OHRC38-07/2023/2024**

*[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)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1	Supply and Install Refill with Gas 12000BTU high wall Panasonic Air Conditioners		
2	Remove existing Air Conditioners		
3	Service 12000BTU high wall Panasonic Air Conditioners 12000BTU		

*[Bidders should complete columns C and D with the specification of the goods offered. Also state complies or not complies and give details of any noncompliance/ deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.]*

*\* 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/OHRC38-07/2023/2024**

## 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/OHRC38-07/2023/2024**

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

Subject and SCC clause reference	Special Conditions
<b>Purchaser</b> <b>SCC 1.1(h)</b>	The purchaser is: Water Supply and sanitation coordination, Ohangwena Regional Council.
<b>Site</b> <b>SCC 1.1(m)</b>	<b>Ohangwena Regional Council</b>
<b>Incoterms Edition</b> <b>SCC 4.2(b)</b>	Incoterms shall be governed by the rules prescribed in Incoterms 2010.



Subject and SCC clause reference	Special Conditions
<b>Notices</b> <b>SCC 8.1</b>	<p>Any notice shall be sent to the following addresses: Ohangwena Regional Council, Private Bag 88013 Eenhana, Tel. 065- 263 974 Fax 065 – 263 752</p> <p><b>Enquiries: Mr Immanuel N Kafula / Ms Veronika Kashululu</b></p> <p>For the Supplier, the address and contact name shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p>
<b>Disputes</b> <b>SCC 10.2</b>	<p>The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:</p> <p>_____ N/A _____</p>
<b>Delivery and Documents</b> <b>SCC 13.1</b>	<p>The Goods are to be delivered within <b>20 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><b>(a) Signed delivery note;</b></p>
<b>Price Adjustment</b> <b>SCC 15.1</b>	<p>The price charge for the Goods supplied and the related Services performed <i>shall not</i> 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>SCC 16.1</b>	<p>The structure of payments shall be: <b>full payment following delivery of the Supplies and submission of an invoice and the documents listed in clause 13.1</b></p>
<b>Terms of Payment</b> <b>SCC 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>SCC 16.4 (a)</b>	<p>The price <i>shall not be</i> adjustable to the fluctuation in the rate of exchange.</p>

Subject and SCC clause reference	Special Conditions
<b>Payment Period</b> <b>SCC 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><b>i) 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 (<b>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</b>) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>ii) An interest rate of .....% is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full N/A.</p>
<b>Performance Security</b> <b>SCC 18.1</b>	<p>(i) No performance security is required</p>
<b>Discharge of Performance Security</b> <b>SCC 18.4</b>	<p style="text-align: center;">N/A</p> <p>The performance security will be discharged and returned to the supplier not later than <i>[insert number of days]</i> following completion date.</p>
<b>Packing</b> <b>SCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be: _____ <b>N/A</b> _____</p>
<b>Insurance</b> <b>SCC 24.1</b>	<p><i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]</i> <b>N/A</b></p>
<b>Transportation</b> <b>SCC 25</b>	<p>The Goods shall be delivered: ( <b>DAP</b> ) <b>Delivery at Place: WSSC office, Eenhana Regional Office</b></p>
<b>Inspection and Test</b> <b>SCC 26.1</b>	<p>The inspection and tests shall be: Sub-Division of Water Supply and Sanitation Coordination Eenhana.</p>
<b>Location of Inspection and Tests</b> <b>SCC 26.2</b>	<p>The inspections and tests shall be conducted at: <b>Water Supply &amp; Sanitation Coordination Eenhana Regional Office.</b></p>
<b>Liquidated Damages</b> <b>SCC 27.1</b>	<p><b>Liquidated damages for the whole Contract are 2% per week. The maximum amount of liquidated damages for the whole contract is 10% of the final contract price. However, the purchaser has rights to cancel and/or terminate the contract, if the contractor fails to deliver as prescribed herein.</b></p>
<b>Warranty</b> <b>SCC 28.3</b>	<p><b>The warranty shall be 6 months of which if anything happens before this period, the supplier should be liable.</b></p>



Subject and SCC clause reference	Special Conditions
Repair and Replacement SCC 28.5	Any damage upon delivery, the supplier must be liable for the repair and replacement

### Attachment: Price Adjustment Formula N/A

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.
- $M_0, M_1$  = 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:

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

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

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

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 =  $[\text{insert number of weeks}]$  weeks prior to 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:

**SCHEDULE 3****QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.:** G/RFQ/OHRC38-07/2023/2024

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Securing Declaration		
Evidences for conformity of Goods		
Original valid or certified copy good standing from Social Security Commission		
Original valid or certified copy good standing from Inland Revenue (MoF)		
Valid certified copy of company Registration Certificate (Founding Statement)		
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;		
A certified copy of certificate indicating SME Status (for Bids reserved for SMEs);		
VAT registration number;		

**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.



## 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:.....



## Ministry of Labour, Industrial Relations and Employment Creation

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.