



PROCUREMENT MANAGEMENT UNIT
For the
Oranjemund Town Council

☒ P.O Box 178 – Corner of 8th Avenue & 12th Street, Oranjemund, NAMIBIA – Tel: (+264) 63 233 500
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B I D D I N G D O C U M E N T S

Issued on: **12 /01/2023**

For

SUPPLY AND DELIVERY OF MACHINERY FOR MAINTENANCE OF GREENERY

Procurement Reference No: **G/RFQ/ORTC-08/2022/23**
Closing date & Time: **Friday, 10th February 2023 at 11h00**

PARTICULARS OF BIDDER

Business Name:

Postal Address:

Telephone No:

Cell No.:

Fax No.:

Contact Person:

E-Mail Address:

Bid Price:

INFORMATION TO THE BIDDERS:

Bidders shall enclose **One (1) Bidding document** with all necessary supporting documents in a single sealed envelope with the Procurement Reference Number **“G/RFQ/ORTC-08/2022/23”** The inner and outer of the envelope shall bear the Bidder’s name and address, to be deposited in the Bid Box at the Oranjemund Town Council, corner of 8th Avenue and 12th Street, on or before **Friday, 10th February 2023 at 11h00.**

Steyn Simasiku
PROCUREMENT MANAGEMENT UNIT



Oranjemund Town Council

C/o 8th and 12th Avenue, Box 178, Oranjemund | Tel: +264 63 233 500 Fax: +264 63 233501

LETTER OF INVITATION

G/RFQ/ORTC-08/2022/23

12 January 2023

Dear Sirs/Madam,

SUPPLY AND DELIVERY OF MACHINERY FOR MAINTENANCE OF GREENERY

The Oranjemund Town Council invites you to submit your best quote for the items described in hereunder detail bidding document.

Note that any resulting contract shall be subject to the terms and conditions referred to in the document. Queries, if any, should be addressed to **Mr. Steyn Simasiku, Head of Procurement or for procurement@ormdtc.com.na P.O Box 178, Oranjemund, Tel +264 63 233 500.** Document to be submitted in sealed envelope marked Quotation Reference No **G/RFQ/ORTC-08/2022/23.**

Your quotation should reach the Oranjemund Town Council on or before the 10th February 2023, by 11h00 at latest.

Yours faithfully,

Steyn Simasiku
PROCUREMENT MANAGEMENT UNIT

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Oranjemund Town 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, stamp and returning:

- (a) the Quotation Letter in Section II with its annex for Bid Security/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 Bidding, you should attach originally certified copies:

- (a) **Certified Copy of the Close Corporation Certificate** (issued in terms of Act 26 of 1988) or **Founding Statement or any other relevant Company Registration Certificate**. These Certificates should clearly indicate the goods/services that the Supplier/Bidder is registered to render;
- (b) Have an original or originally certified copy of a good Standing Tax Certificate from NAMRA;
- (c) Have an original or originally certified copy of Good Standing Certificate from the Social Security Commission;
- (d) have a valid originally certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (e) have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (f) have a valid originally certified copy of a certificate of fitness from any Local Authority or Ministry of Health & Social Services.
- (g) Submit signed Bid-securing Declaration.

5. Bid Security/Bid Securing Declaration

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

6. Delivery

Delivery shall be **90 days** after acceptance/issue of Purchase Order. Deviation in delivery period *shall not be accepted/shall be considered if such deviation is reasonable*.

6.1. The following tests and inspections will be conducted on the goods at delivery:

- *Quality of goods*
- *Any defect such broken items*
- *Correct size of the as per specification*
- *Correct quantity*
- *Correct type of material of the product*
- *Provision of signed delivery note;*

7. Sealing and Marking of Bids

Bids should be sealed in a single envelope, clearly marked with the Procurement **Reference Number**, addressed to Oranjemund Town Council with the **Bidder's name and contact information** at the back of the envelope.

8. Submission of Bids

Bids should be deposited in the Quotation/Bid Box located at Oranjemund Town Council head office, finance building, not later than **10th February 2023, by 11h00** at latest. Bids by post or hand delivered should reach by the same date and time. Late bids will be rejected. Bids received by e-mail will not be considered.

9. Opening of Bids

Bids will be opened internally by the Oranjemund Town Council immediately after the closing time referred to in instruction 8 above. A record of the Bid Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing Declaration, will be posted on the website of the Oranjemund Town Council and available to any bidder on request within three (3) working days of the Opening.

10. Evaluation of Bids

The Oranjemund Town 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 of 10% where applicable of total amount including vat & transporting cost, to determine the lowest evaluated quotation.

11. Technical Compliance

Bidders shall submit along with their quotation's documents, catalogues and any other literature to substantiate compliance with the required specifications and to qualify deviations if any with respect to Oranjemund Town Council's 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 supply of machinery shall be fixed in Namibian Dollars as quoted. Quotations shall cover all **costs of materials, transport, overheads, profits and all associated costs for supplying the machinery, and shall include all duties**. The Oranjemund Town Council may allow for prices to be adjustable to change in rates of exchange of currency, price variation etc. depending on the behaviour of the market in respect of the specific goods items being procured.

13. Margin of Preference

13.1. The applicable margins of preference and their application methodology are as follows: Margin of Preference where applicable, to be determine as the lowest evaluated quotation of not more than the budgeted amount and not less than 10% of the budget amount. depending on the compared market value of products at that time.

13.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of: product price from manufacture or suppliers.

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

Performance security is not applicable

16. Notification of Award and Debriefing

The Oranjemund Town Council shall after award of contract promptly inform the successful bidders in writing the contract amount within seven (7) days and date on which services delivery should commence or a purchase order.

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

Complete this form with all the requested details and submit it as the first page of your quotation with the price list and documents requested above. a signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. **if your quotation is not authorised, it will be rejected.**]

Quotation addressed to <i>Oranjemund Town Council</i>	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to supply the items listed in the attached List of Goods and Price Schedule as per the defined specifications, 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. 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 **90 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/ORTC-08/2022/23

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 Corporate Seal

[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]*

SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: SUPPLY AND DELIVERY OF MACHINERY FOR MAINTENANCE OF GREENERY Procurement Ref No.G/RFQ/ORTC-08/2022/23

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. <i>[To be filled by the Public Entity]</i>				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					
A	B	C	D	E	F	G	H	I	
Item no.	Description of Goods	Quantity required	Unit of measures	*	Price per unit NAD ¹	Total price without VAT NAD	VAT: NAD	Delivery weeks) (days/month	Country of Origin
1	Ride on Tractor Lawn Mower Engine: Power: 22hp/16.4 kW Displacement: 44.2 cu in./724 cc Type: Overhead valve, full-pressure lube, oil filter Cylinders: V-twin Choke/speed control: One lever, Ready start Cooling method: Air Air cleaner: Cartridge Oil drain: Not required- Easy Change 30-second oil change system Electrical System: Battery: 12V/300CCA Charging system: Regulated, 9 amp Steering: Type: Sector and pinion with single drag link and tie rod steering wheel Standard Diameter: 12 in./30.5cm Seat: Type: One piece Seat back height: 15in./38.1 cm	2							

	Dimensions: Height: 44.5 in./113 cm Overall length: 70.3 in./178.6 cm Wheelbase: 48.9 in./124.2 cm Width with mower: 63 in./160 cm Weight: Mower, no fuel, 483 lb/219 kg								
2	Long Pruner Length: 3.5m – 4.5m Extra chain: 20 chains	4							
						TOTAL			
NAME:		POSITION:		SIGNATURE			DATE		
NAME OF BIDDER:		ADDRESS:							

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

Sample

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: _____

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	<p>Ride on Tractor Lawn Mower</p> <p>Engine: Power: 22hp/16.4 kW Displacement: 44.2 cu in./724 cc Type: Overhead valve, full-pressure lube, oil filter Cylinders: V-twin Choke/speed control: One lever, Ready start Cooling method: Air Air cleaner: Cartridge Oil drain: Not required- Easy Change 30- second oil change system Electrical System: Battery: 12V/300CCA Charging system: Regulated, 9 amp Steering: Type: Sector and pinion with single drag link and tie rod steering wheel Standard Diameter: 12 in./30.5cm Seat: Type: One piece Seat back height: 15in./38.1 cm Dimensions: Height: 44.5 in./113 cm Overall length: 70.3 in./178.6 cm Wheelbase: 48.9 in./124.2 cm Width with mower: 63 in./160 cm</p>		

Section VII Special Conditions of Contract 11

	Weight: Mower, no fuel, 483 1b/219 kg		
2	Long Pruner Length: 3.5m – 4.5m Extra chain: 20 chains		

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-GCC**. 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: _____

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

Section VII Special Conditions of Contract 12

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1(h)	The purchaser is: <i>Oranjemund Town Council</i>
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is Oranjemund Town Council Technical Building.
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
Notices GCC 8.1	Any notice shall be sent to the following addresses: For the Oranjemund Town Council, P.O Box 178, Oranjemund, Tell +264 63 233 500 For the Supplier, the address and contact name shall be: Mr. Steyn Simasiku or Mr. Gideon Nantinda for technical inquiries
Disputes GCC 10.2	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:
Delivery and Documents GCC 13.1	The Goods are to be delivered within 90 days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note; (b) Tax Invoice
Price Adjustment GCC 15.1	The price charge for the Goods supplied and the related Services performed " <i>shall not</i> " as appropriate be adjustable
Terms of Payment GCC 16.1	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
Terms of Payment GCC 16.3	Payments shall be made not later than thirty (30) days after submission of an invoice and its certification by the Purchaser.
Terms of Payment GCC 16.4 (a)	The price shall not be adjustable to the fluctuation in the rate of exchange.

Section VII Special Conditions of Contract 13

Subject and GCC clause reference	Special Conditions
Payment Period GCC 16.5	<p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p>i) On Acceptance: 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> <p>ii) An interest rate of <i>10%</i> is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.</p>
Performance Security GCC 18.1	<p>(i) No performance security is required</p>
Discharge of Performance Security GCC 18.4	<p>N/A</p>
Packing GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be: N/A</p>
Insurance GCC 24.1	<p>where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation</p>
Transportation GCC 25	<p>The Goods shall be delivered: [Incoterm for transportation].</p>
Inspection and Test GCC 26.1	<p>The inspection and tests shall be: <i>Test will be done on delivery, check for any defects and specification.</i> <i>Items that is not in compliancy will be rejected.</i></p>
Location of Inspection and Tests GCC 26.2	<p>The inspections and tests shall be conducted at: <i>Oranjemund Town Council Technical Buildings</i></p>
Liquidated Damages GCC 27.1	<p>Liquidated damages for the whole contract are <i>5%</i> per day. The maximum amount of liquidated damages for the whole contract is <i>10%</i> of the final contract price.</p>

Section VII Special Conditions of Contract 14

Subject and GCC clause reference	Special Conditions
Warranty GCC 28.3	The period of validity of the warranty shall be: <i>180</i> day(s) For the purpose of the Warranty, the place(s) of the final destination(s) shall be: Oranjemund Town Council Technical Building
Repair and Replacement GCC 28.5	The period for repair or replacement shall be: <i>90</i> days (s)

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.
- 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:

- $a = [insert\ value\ of\ coefficient]$
- $b = [insert\ value\ of\ coefficient]$
- $c = [insert\ value\ of\ coefficient]$

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.

Section VII Special Conditions of Contract 15

Date of adjustment = *30 days* 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:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically 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 is different 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.

SCHEDULE 1

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

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

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

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

SCHEDULE 2



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.*

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.:** _____

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Signed Bid-securing Declaration		
Evidences for conformity of Goods		
Eligibility Criteria		
A valid originally certified copy of a company Registration Certificate clearly indicating the relevant line of business;		
An original or originally certified copy of good Standing Social Security Certificate;		
An original or originally certified copy of a good Standing Tax Certificate;		
A valid originally 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 written undertaking as contemplated in section 138(2) of the Labour Act, 2007		
A valid originally certified copy of a certificate of fitness from any Local Authority or Ministry of Health & Social Services		

