



**ORANJEMUND TOWN COUNCIL
PROCUREMENT MANAGEMENT UNIT**

BIDDING DOCUMENTS : Issued on: 06/11/2023 COST: FREE

**Request for Sealed Quotations
for Goods: Lump-Sum**

Prequalification of suppliers for the Supply and Delivery of Sports Equipment to the Oranjemund Town Council

Procurement Reference Number: **G/RFQ/ORTC-02/2023/24**

QUOTATION OF - PARTICULARS OF BIDDER

Business Name:

Postal Address:

Telephone No: Cell No.:

Contact Person:

E-Mail Address:

Sub- Total:VAT:Total Bid Amount.....

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 “**NCS/RFQ/ORTC-03/2023/24**” 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 **Thursday, 16th of November 2023 at 15h00**


Varonique Forbes

PROCUREMENT MANAGEMENT UNIT



Oranjemund Town Council

C/o 8th and 12th Avenue, Box 178, Oranjemund | Tel: +264 63 233 506 Fax: +264 63 233501

To: (Name of bidder)

.....
.....
.....
.....

Monday, 06 November 2023

Dear Sir/Madam,

G/RFQ/ORTC-02/2023/24: Prequalification of suppliers for the Supply and Delivery of Sports Equipment to the Oranjemund Town Council

The **Oranjemund Town Council** invites you to submit your best quote for the services described in detail hereunder.

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

Queries, if any, should be addressed to **Mrs. Varonique Forbes, Procurement Management Unit; Oranjemund Town Council.**

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,


Varonique Forbes
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 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 company Registration Certificate;
- (b) have an original valid good Standing Tax Certificate;
- (c) have an original valid good Standing Social Security Certificate;
- (d) have a 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;
- (e) have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (f) be registered with the Procurement Policy Unit (for Bids reserved to categories of bidders and goods);
- (g) Submit bid valid security/Submit signed Bid-securing Declaration.
- (h) Fitness certificate from any local authority

5. Bid Security/Bid Securing Declaration

Bidders are required to submit a Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation valid up to 30 days Validity period of bid Security Declaration must be 30days beyond the quotation validity period.

6. Delivery

Delivery shall be fourteen (14) days after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted.

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

The quality of materials

Quantity

The compliance to specification & size

7. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Entity with the Bidder's name and contact information at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at Oranjemund Town Council Head Office, finance building or forwarded by fax +264 63 233501, not later than **Thursday, 16th of November 2023 at 15h00**. Quotations by post or hand delivered should reach Oranjemund Town Council 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 Public Entity 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 posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

10. Evaluation of Quotations

The Public Entity 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 quotation's documents, catalogues and any other literature to substantiate compliance with the required specifications and to qualify deviations if any with respect to Public Entity'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 adjustable to change in rates of exchange of currency may not be allowed. Price variation may depend on the behaviour of the market in respect of the specific goods items being procured.

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:

Not Applicable

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

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. Notification of Award and Debriefing

The Public Entity 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: [name of Public Entity]	Oranjemund Town Council
Procurement Reference Number:	G/RFQ/ORTC-02/2023/24
Subject matter of Procurement:	Prequalification of suppliers for the Supply and Delivery of Sports Equipment to the Oranjemund Town Council

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 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 _____ 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.: _____

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: _____
of person whose name and capacity are shown

Capacity of: _____

Indicate legal capacity of person(s) signing the Bid Securing Declaration

Name: _____

Complete name of person signing the Bid Securing Declaration

Duly authorized to sign the bid for and on behalf of: _____

Complete name of Bidder

Dated on _____ day of _____, _____

Date of signing

Corporate Seal: 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.

Appendix to Quotation Letter

Bid Security (Bank Guarantee) Not applicable

.....[Bank's Name and Address of issuing Branch or Office]

Date:[Day/month/year].....

To:.....[Name and Address of Public Entity].....

BID GUARANTEE No.:

We have been informed that[name of the Bidder]..... (hereinafter called "the Bidder") has submitted to you its bid dated(hereinafter called "the Bid") for the execution of[name of contract] under Invitation for Bids No.....[IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the Bidder, we[name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[amount in figures].....[.....amount in words.....] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (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 the bidder be the successful bidder; or**
- (d) **failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bid Validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before[Public Entity to insert date]

.....[Bank's seal and authorized signature(s)]

11.	Medalist Stop watches	6							
12.	Whistles with lanyard	6							
13.	Soccer net hand knotted – 3 Mm	2							
14.	Tryumf Glass trophy	1							
15.	Or any other related items that might be required to be offered, price list to be provided for consideration								
16.	Soccer poles (required equipment)	2							
						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

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

The supply and delivery of the Sport equipment outlined in Section III: List of Goods & Price schedule to provide quality goods as indicated.

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** on the website of the Public Entity www.oranjemund-tc.com.

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/ORTC-02/2023/24**

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

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1(h)	The purchaser is: Oranjemund Town Council
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is Oranjemund Town Council head office, procurement office.
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.

Section VII Special Conditions of Contract

Subject and GCC clause reference	Special Conditions
Notices GCC 8.1	<p>Any notice shall be sent to the following addresses: Oranjemund Town Council, c/o 8th & 12th Avenue, Oranjemund, Namibia Fax number +26463 233 501 or addressed to P.O Box 178 Oranjemund. and the contact name shall be: Mr. Vincent Shikukwete,</p> <p>For the Supplier, the address and contact name shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p>
Disputes GCC 10.2	<p>The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: as per GCC _____</p>
Delivery and Documents GCC 13.1	<p>The Goods are to be delivered within fourteen (14) days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note;</p>
Price Adjustment GCC 15.1	<p>The price charge for the Goods supplied and the related Services performed shall not be adjustable.</p>
Terms of Payment GCC 16.1	<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</p>
Terms of Payment GCC 16.3	<p>Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.</p>
Terms of Payment GCC 16.4 (a)	<p>The price shall not be adjustable to the fluctuation in the rate of exchange.</p>
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 1% 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>

Section VII Special Conditions of Contract

Subject and GCC clause reference	Special Conditions
Discharge of Performance Security GCC 18.4	The performance security will be discharged and returned to the supplier not later than <i>not applicable</i> following completion date.
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be: clearly indicating the number of items in the box and size _____
Insurance GCC 24.1	where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation
Transportation GCC 25	The Goods shall be delivered: Deliver Duty Paid DDP.
Inspection and Test GCC 26.1	The inspection and tests shall be: comply with specification and total number of items all delivered 381, delivery once, the procurement office will receive the item and inspect and sign the deliver note.
Location of Inspection and Tests GCC 26.2	The inspections and tests shall be conducted at: Oranjemund Town Council, c/o 8th & 12th Avenue, Oranjemund, Namibia
Liquidated Damages GCC 27.1	Liquidated damages for the whole contract are 0.2% of final contract price per day. The maximum amount of liquidated damages for the whole contract is 6 % of the final contract price.
Warranty GCC 28.3	The period of validity of the warranty shall be: <i>[insert number]</i> day(s) For the purpose of the Warranty, the place(s) of the final destination(s) shall be: Oranjemund Town Council, c/o 8th & 12th Avenue, Oranjemund, Namibia For all item, the minimum period of warranty/shelf life shall be 30 days
Repair and Replacement GCC 28.5	The period for repair or replacement shall be: 14 day(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.

Date of adjustment = $[insert\ number\ of\ weeks]$ 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:

- (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.

Section VII Special Conditions of Contract

- (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.

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		

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

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

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.: G/RFQ/ORTC-02/2023/24**

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Securing Declaration		
Evidence for conformity of Goods		
All procurement Mandatory documents		

