

# ONGWEDIVA TOWN COUNCIL



## **Request for Sealed Quotation For Non-Consultancy Services Supply and Delivery of Network Cabling and Accessories**

**Procurement Reference No: G/RFQ/ONGWETC –  
04/2023/24**

Private Bag 5549, Ongwediva; Tel: 065-233700; Fax: 065-230521

[jhainana@otc.com.na](mailto:jhainana@otc.com.na) (administrative)

[uuamburu@otc.com.na](mailto:uuamburu@otc.com.na) (Technical)

06 June 2022

**Letter of Invitation**



Name.....

PO Box .....

.....

Cell:.....

**Procurement Ref. No. G/RFQ/ONGWETC – 04/2023/24**

06 October 2023

Dear Sir/Madam

**Request for Quotations for Supply and Delivery of Network Cabling and Accessories.**

The **Ongwediva Town 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.

Queries, if any, should be addressed to Ms. Josephine Hainana at procurement management unit (Administrative) or Mr. Ujama Uamburu (Technical) at Ongwediva 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,

Signature: .....

Name: .....

Position: .....

All official correspondence must be addressed to the Chief Executive Officer

## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **1. Rights of Public Entity**

The **Ongwediva Town Council** reserves the right:

- (a) to split the contract as per the lowest evaluated cost per item, and
- (b) to accept or reject any quotation or 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 Security/Bid Securing Declaration where applicable;
- (b) the List of Works 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 **130** days from the date of submission deadline.

### **4. Eligibility Criteria**

To be eligible to participate in this Quotation exercise, you should:

- I. a valid original/certified copy of good standing Tax Certificate;
- II. a valid Original/certified copy of good Standing Social Security Certificate;
- III. a valid certified copy of Affirmative Action Compliance Certificate;
- IV. Valid certified Business Registration Certificate /Trade License;
- V. Valid certified copy of Certificate of Fitness from any Local Authority

### **5. Bid Securing Declaration**

Bidders are required to 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 Schedule 1 of this document.

## **6. Delivery**

Delivery shall be **30 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 carried out on the Works at delivery:

Test quality against specification, verify sizes dimension

## **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 **Ongwediva Town Council** not later than **14h30** on **31 October 2023**. Quotations by post or hand delivered should reach Ongwediva Town Council by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail or fax will not be considered.

## **9. Opening of Quotations**

Quotations will be opened internally by the Ongwediva Town Council 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**

Ongwediva 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 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 Works/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. Warranty**

- (a) The Supplier warrants that the Works shall conform to the standards, specifications and related services as defined by the Purchaser in its Invitation for Informal Quotation subject to any alternative proposal made by the Supplier in its response to the Purchaser's Invitation for Informal Quotation.
- (b) The Supplier undertakes to make good, at its own cost and promptly, any deficiency in the supply of Works items and related services.
- (c) The Supplier warrants that the Works items to be supplied are new and unused and that it shall attend promptly to any defect in the good items as per the warranty conditions mentioned in its offer.

### **14. Payment**

- 15. The Purchaser undertakes to effect payment within 30 days after supply of the Works items to the satisfaction of the Purchaser, and receipt of invoice and subject to the Supplier submitting all required documents. Final payment shall be adjusted to reflect any noncompliance in the execution of the contract.

### **15. Margin of Preference**

- 15.1 The applicable margins of preference and their application methodology are as follows:

N/A

- 15.2 Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of:

N/A

### **16. Award of Contract**

The Bidder having submitted the lowest evaluated responsive quotation and qualified to supply the Works/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.

### **17. Performance Security**

N/A

### **18. Notification of Award and Debriefing**

The Ongwediva Town Council 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 days. Furthermore, the Ongwediva Town Council shall attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award.

## SECTION II: QUOTATION LETTER

*[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 RFSQ prevail over any attachments. **If your quotation is not authorised, it will be rejected.**]*

Quotation addressed to:	
Procurement Reference Number:	<b>G/RFQ/ONGWETC – 04/2023/24</b>
Subject matter of Procurement:	

We offer to supply the items listed in the attached List of Works 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.

The validity period of the Quotation is **30** days from the date of the bid submission deadline.

We confirm that the prices quoted in the List of Works 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 Works 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	

**BID SECURING DECLARATION**  
**(Section 45 of Act)**  
**(Regulation 37(5) and 56(2))**

**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:  
.....

Capacity of:

Name:  
.....

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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 IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

*The Technology Labour on Council Server.*

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **G/RFQ/ONGWETC – 04/2023/24**

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.	Test and Repair 50x Existing Cat6 points and label the points and switches.		
2.	Tidy up cabinets		
3.	4 x Grandstream AP GS-GWN7615		
4.	4 x Fiber Channel Multimode 10 G Cable		
5	Labour		

*[Bidders should complete columns C and D with the specification of the NCS 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.]*

### 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 NCS(Ref. **G/RFQ/ONGWETC – 04/2023/24**) available at Ongwediva Town Council website: [www.ongwediva.com.na](http://www.ongwediva.com.na) except were 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 Works except were 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.

Subject and GCC clause reference	Special Conditions
<b>Site GCC 1.1(m)</b>	The Site/final destination for delivery of the Works is _____
<b>Incoterms Edition GCC 4.2(b)</b>	N/A
<b>Notices GCC 8.1</b>	Any notice shall be sent to the following addresses: For the Ongwediva Town Council, Private Bag 5549, Ongwediva attention Mr: Ujama Uamburu 065-233700  For the Supplier, the address and contact name shall be: _____ _____ _____
<b>Delivery and Documents GCC 13.1</b>	The Works are to be delivered within <b>30</b> 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>Terms of Payment GCC 16.1</b>	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
<b>Terms of Payment GCC 16.3</b>	Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.
<b>Terms of Payment GCC 16.4</b>	The currency of payment shall be the currency of order specified in the List of Works, Price Schedule and Product details in the Statement of Requirements.
<b>Performance Security GCC 18</b>	(i) No performance security is required*or

<b>Subject and GCC clause reference</b>	<b>Special Conditions</b>
<b>Packing GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: N/A
<b>Insurance GCC 24</b>	The good should be received in good order, hence the supplier should ensure safe transportation of the Works.
<b>Transportation GCC 25</b>	The Works shall be delivered: [ <i>Incoterm for transportation</i> ].
<b>Inspection and Tests GCC 26.</b>	<i>(The Purchaser may consider the application of this clause as appropriate for procurement of equipment or other good items from both overseas and local suppliers.)</i>
<b>Liquidated Damages GCC 27</b>	Liquidated damages for the whole contract are N/A per day. The maximum amount of liquidated damages for the whole contract is N/A of the final contract price.
<b>Warranty GCC 28.3</b>	For item 1, the minimum period of warranty/shelf life shall be 1 year

# 1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

On this date.....

BETWEEN

(1) **Name of Purchaser**.....

**Address of purchaser**.....

(2) **Name of Supplier**.....

**Address of Supplier**.....

WHEREAS the Purchaser invited bids for certain NCS and related services, viz., Supply and Delivery of Network Cabling and Accessories of Council.

Procurement Reference No: G/RFQ/ONGWETC – 04/2023/24,

in the sum of

**N\$**.....

.....[insert **Contract Price in words and figures, expressed in the Namibian Dollars] (hereinafter called “the Contract Price”).**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Works and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Works and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

**For and on behalf of the Purchaser**

Signed:.....

in the capacity of :.....

Co - Signed:.....

in the capacity of :.....

**For and on behalf of the Supplier**

Signed:.....

in the capacity of :.....

Co - Signed:.....

in the capacity of :.....

### SCHEDULE 3: QUOTATION CHECKLIST SCHEDULE

*[Public Entity to update this Checklist to ensure that it contains the documents required from Bidders for the specific procurement]*

**Procurement Reference No.: G/RFQ/ONGWETC – 04/2023/24**

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

***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.*