

ONGWEDIVA TOWN COUNCIL

**REQUEST FOR SEALED
QUOTATIONS FOR
GOOD(S)**

Request for sealed quotation for Supply and Delivery of
a Cellphone (Apple iPhone 16 Pro Max 256GB)
to Ongwediva Town Council

Issued Date: Friday, September 19, 2025

Procurement Reference No: G/RFQ/OngweTC-06/2025/26



Name of Bidder	
Contact person	
Contact number	
Fax Number	
E-mail Address	
Postal Address	
Total bid (VAT Inclusive)	N\$ _____

INFORMATION TO THE BIDDERS:

The original document, fully completed, initialed and signed where applicable, shall be submitted in sealed envelope, marked "Procurement Reference No. G/RFQ/OngweTC-06/2025/26 and must be deposited in the Biding Box and shall be submitted not later than the closing date and time.

Ongwediva Town Council
Private Bag 5549, Ongwediva
Tell: +264 65 233700|Fax: +264 65 230521

jhainana@otc.com.na (administrative)
oshingenge@otc.com.na (Technical)

Due date: Tuesday, October, 14, 2025

All official correspondence must be addressed to the Chief Executive Officer

LETTER OF INVITATION

Name of Bidder.....

Address of Bidder.....

Procurement Reference Number.....

Date.....

Request for Sealed Quotations for the supply, and delivery a Cellphone (Apple iPhone 16 Pro Max 256GB) to Ongwediva Town Council

The **ONGWEDIVA TOWN COUNCIL** hereby invites your Company to submit a sealed quotation for the good/item listed hereunder. Your offer should be made on this form, with any annex which you may wish to enclose, and should be sent to fax number **065-230521** or addressed to **Mrs. Josephine Hainana OR Ms. Otilie Shingenge, Private Bag 5549, Ongwediva / Corner of Mandume Ndemufayo and Dr. Libertine Amathila Street** in a sealed envelope marked Quotation Reference No **G/RFQ/OngweTC-06/2025/26** Your quotation should reach the **Ongwediva Town Council** on or before the **14 October 2025**, by **14h30** at latest.

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,

Mrs. Josephine Hainana
Head of Procurement Management Unit

_____/_____/_____
Date

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 lot, if any; 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 works mentioned in Section III, by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and

You are advised to carefully read the complete Request for 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 **180** days from the date of bid submission deadline.

4. Eligibility Criteria

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

- (a) submit a certified copy of a valid Company/Business Registration Certificate for an entity incorporated or registered under the company or close corporation laws of Namibia;

OR, a Certified copy of the certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia;

OR, certified Document serving as evidence of registration as a trust and the trust deed for a trust registered under laws regulating trusts in Namibia

OR, Partnership agreement in the case of a partnership, a valid joint venture agreement in the case of a joint venture, or a valid agreement in case of other similar arrangements.

OR, a certified copy of a valid Good Standing Certificate for all its members to practice as professional Architects and Quantity Surveyors in Namibia issued in terms of the Architects and Quantity Surveyors Act, Act 1979.

- (b) submit an original or certified copy of a valid good Standing Tax Certificate, which must be valid by the date of bid closure;

- (c) Submit an original valid or certified copy of a valid or a printout of a valid electronic or online valid good Standing Social Security Certificate, which must be valid by the date of bid closure document issued in terms of the Electronic Transaction Act, 2019 (Act No. 4 of 2019), subject to the authentication or validation of such printout by a public entity during the bid evaluation process, in accordance with the authentication or validation guidelines of the issuing authority.
- (d) Submit a valid certified copy of an Affirmative Action Compliance Certificate, and in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer did submit the report for the period following from the date when the certificate was issued, or proof from the Employment Equity Commission that the bidder is not the relevant employer; or an exemption was issued in terms of Section 42 of the Affirmative Action Act, 1998 (which must be valid by the date of bid closure)
- (e) A completed or written undertaking as contemplated in Section 138 (2) of the Labour Act, 2007 (Act No. 11 of 2007); and

5. Bid Securing Declaration

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

6. Works Completion period

The completion period for works shall be within 30 days after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted/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 the Public Entity with the Bidder's name at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Request for Sealed Quotation Box located at Council Offices, not later than **October 14, 2025, 14h30. Quotations by post or hand delivered should reach the office October 14, 2025, 14h30.** 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 Ongwediva Town Council immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the rates quoted will be taken.

10. Evaluation of Quotations

The 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 evaluated rates, subject to Margin of Preference is not applicable.

11. Technical Compliance

The Specifications and Compliance Sheet details the minimum specifications of the works to be carried out. 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 associated costs for performing the works, and shall include all duties. The whole cost of 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.

13. Margins of Preferences Applicable for Exclusive Preferences to Local Suppliers

(1) The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is **10%**.

(2) A bidder must include a **declaration in its bid**, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

CATEGORY OF BIDDERS	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE
Namibian Shareholding	3%	<ul style="list-style-type: none">• IDs of all shareholders• Founding statement/company registration indicating Ownership structure/shareholder certificates
Materials 50 – 60%	2%	<ul style="list-style-type: none">• Declaration and proof that the bidder meets the requirements set out in the bidding document
Services rendered by Namibian key personnel inclusive of Management	2%	<ul style="list-style-type: none">• CV• Qualification• Letter to confirm their position in the company• ID's
Services rendered by Namibian semi-skilled employees 3%	3%	<ul style="list-style-type: none">• CV• Letter to confirm their position in the company• ID's
TOTAL	10%	

MARGINS OF PREFERENCE CONTINUED

(4) If a bidder qualifies for margins of preferences on more than one basis, all such margins of preferences must be granted to the bidder and, when considering the bid, the bid price shall be reduced with the amount determined in accordance with the formula below:

$$A = \frac{MP \times BP}{100}$$

100

in which formula -

- (a) "A" represents the amount to be determined;
- (b) "MP" represents the total percentage of all margins of preferences granted in respect of the bid; and
- (c) "BP" represents the bid price.

14. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

15. Performance Security

Not applicable

16. Notification of Award and Debriefing

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 7 days. Furthermore, the Public Entity 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

(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 Priced Activity Schedule 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.

Quotation addressed to:	Ongwediva Town Council
Procurement Reference Number:	G/RFQ/OngweTC-06/2025/26
Subject matter of Procurement:	Supply, print and delivery of a Cellphone (Apple iPhone 16 Pro Max 256GB) to Ongwediva Town Council

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instructions to Bidders

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Security/Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein.

The validity period of our Quotation is 180 days from the date of the bid submission deadline.

We confirm that the rates quoted in the Priced Activity 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.

Works will commence within 4 days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within 30 days from date of issue of Purchase Order/ Letter of acceptance.

21 Quotation Authorised by:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./E-mail	

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 _____

Corporate Seal (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.]



Republic of Namibia

Ministry of Justice and Labour Relations

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 This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Project Specifications and Compliance Sheet Specifications

BID SPECIFICATIONS:

1. Supply and delivery of Cellphone (Apple iPhone 16 Pro Max 256GB) to Ongwediva Town Council
Apple iPhone 16 Pro Max 256GB

COMPLIANCE SHEET

Procurement Reference Number: _____

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

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A	B	C	D
1	Apple iPhone 16 Pro Max 256GB <ul style="list-style-type: none"> • 2G • 3G • 4G/LTE • Rear Camera: Triple: 48MP, 12MP, 48MP • Front Camera: 12MP • NFC • Touch screen • Video Calling • Wi-Fi • Internal Memory: 256GB, 8GB RAM • Screen size: 6.9 inches • Phone cover and screen protector • Phone colour preferably black or any colour 		

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

Inspections

Inspections to be in accordance with the specifications.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number:

Please provide the quotation per options hereunder:

Full descriptions of the shelves is as indicated on page 10 of this bid document.

Item No	Description	Quantity*	Unit of Measure	Rate N\$	Amount without VAT - NAD	VAT NAD	Amount without VAT - NAD
1	<p>Apple iPhone 16 Pro Max 256GB</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> • 2G • 3G • 4G/LTE • Rear Camera: Triple: 48MP, 12MP, 48MP • Front Camera: 12MP • NFC • Touch screen • Video Calling • Wi-Fi • Internal Memory: 256GB, 8GB RAM • Screen size: 6.9 inches • Phone cover and screen protector • Phone colour preferably black or any colour 	1					
Total							

Guaranteed delivery period:

- In stock (Available in stock).....
- Ex-stock (Not available in stock).....

Price quoted is not subject to change in rate of exchange at the time of delivery of goods provide Price quoted shall be in Namibian Dollars for all intent and purpose.

Priced Activity Schedule 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 Good (s) (Ref. G/RFQ/OngweTC-06/2025/26 available on the website of the Ongwediva Town Council www.ongwediva.com.na 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 General Conditions of Contract. [This section is to be customised by the Public Entity to suit the requirements of the specific procurement].

GCC Reference	Clause	Special Conditions
Employer GCC 1.1(r)		
Intended Completion Date GCC		The intended completion date is: _____
Project Manager GCC 1.1(y)		The Project Manager is:
Site GCC 1.1(aa)		The Site is located at _____ and is defined in Drawings Nos: _____
Start Date GCC 1.1(dd)		The Start Date shall be: _____
The Works GCC 1.1(hh)		The Works consist of:
Interpretation GCC 2.2		The project will be completed in the following sections: _____
Interpretation GCC2.3		The following additional documents shall form part of the contract: _____
Language and Law GCC 3.1		The language of the contract is English The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions 4.1		The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension

GCC Clause Reference	Special Conditions
	of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager may delegate his/her duties.
Notices GCC 6	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact's name shall be _____</p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact's name shall be _____</p>
Insurance GCC 13.1	<p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</p> <p>(ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
Site Date GCC 14.1	The site Date shall be:
Possession of the Site GCC 20.1	The Site Possession Date shall be:
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.

GCC Reference	Clause	Special Conditions
Program GCC 25.1		The Contractor shall submit for approval a Program for the Works within 5 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3		Program updates shall be required.
Defects Liability Period GCC 33.1		The Defects Liability Period is: 12 months.
Payment Certificates GCC 39.7		A single statement of the estimated value of the work executed shall be submitted on completion of the Works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor”.
Payments GCC 40		The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)		N/A
Price Adjustment GCC 44.		The Contract is not subject to price adjustment.
Retention GCC 45.		(i) no proportion of any payments shall be retained
Liquidated Damages GCC 46.1		The liquidated damages for the whole of the Works are [insert rate] per day. N/A
Bonus GCC 47.1		The rate for the Bonus per calendar day is: N/A
Advance Payment GCC 48.1		(i) No advance payment shall be made
		(i)

CONTRACT AGREEMENT

THIS AGREEMENT made on theday of between

..... (hereinafter “the Employer”), of the one part, and
[name of the Employer]

..... (hereinafter “the Contractor”), of the other part:
[name of the Bidder]

1. WHEREAS the Employer desires that the Services known as Supply and delivery of a Cellphone (**Apple iPhone 16 Pro Max 256GB**) to Ongwediva Town Council. **G/RFQ/OngweTC-06/2025/26** should be executed by the bidder, and has accepted a Bid by the bidder for the execution of these services and the remedying of any defects therein,

The Employer and the Bidder agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Notification of award
 - (b) the Bid
 - (c) the Addenda Nos.....
 - (d) the Appendix to the General Conditions of Contract
 - (e) the General Conditions of Contract;
 - (f) the Specification; and
 - (g) the completed Schedules,
3. In consideration of the payments to be made by the Employer to the Bidder as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Bidder in consideration of the execution and completion of the 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 Ongwediva Town Council

Mr. Damian E. Egumbo
CHIEF EXECUTIVE OFFICER

WITNESS

Ms. Otilie Shingenge
CORPORATE COMMUNICATIONS OFFICER

FOR AND ON BEHALF OF SERVICE PROVIDER

.....
.....

WITNESS

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

**SCHEDULE
QUOTATION CHECKLIST SCHEDULE**

Procurement Reference No.....

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Security Declaration completed & signed		
Company Registration		
Revenue Good standing Certificate		
Social Security Good Standing Certificate		
Affirmative Action Compliance Certificate		
All pages initialized		

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.