



ONGWEDIVA TOWN COUNCIL
BIDDING DOCUMENTS

Issued on: 08 July 2022
for
Request for Quotation (RFQ)
for Goods

Procurement of
Supply & Delivery of Fire & Rescue Equipment
Firefighting Skid Unit to Ongwediva Town Council

Procurement Reference No: G/RFQ/OngweTC-01/2022/23

Cost: FREE

RESERVED FOR BIDDERS IN OSHANA REGION

PARTICULARS OF BIDDER	
Business Name	:
Postal Address	:
Contact No.	:
Fax No.	:
Contact Person	:
E-mail Address	:
VAT Registration No	:
Total Bid Amount (15% VAT Incl.):

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

jhainana@otc.com.na (Administration)

smatheus@otc.com.na (Technical)

Due date: 08th July 2022

All official correspondence must be addressed to the Chief Executive Officer

1. INFORMAL QUOTATION (GOODS)

Procurement Ref. No. G/RFQ/OngweTC-01/2022/23

TO:
.....
.....

The **ONGWEDIVA TOWN COUNCIL** hereby invites your Company to submit quotation for the goods 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, Private Bag 5549, Ongwediva / Cnr Mandume Ndemufayo and Dr Libertine Amathila Street** in a sealed envelope marked Quotation Reference No **G/RFQ/OngweTC-01/2022/23**. Your quotation should reach the **Ongwediva Town Council** on or before the 09th day of August 2022, by **14h30** at latest.

Date: 08th July 2022

Signature

Mrs. Josephine Hainana
Head: Procurement Management Unit

2. General Terms and Conditions Applicable

1. Purchaser

The Public Entity inviting the Informal Quotation is the Purchaser for the purpose of entering into contract with the successful bidder.

2. Supplier

The Bidder having submitted the lowest price and whose offer is substantially responsive to the requirements specified shall be selected for award of contract and referred to as the Supplier.

3. Rights of the Public Entity

The Purchaser shall have the right to

- (a) Ask for clarifications at time of evaluating quotations,
- (b) Split the contract on an item basis or
- (c) Reject all quotations.

A Purchaser shall not be bound to accept the lowest or any quotation.

4. Eligibility Criteria

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

- (a) have an original valid/ certified copy of company Registration Certificate;
- (b) have an original valid/certified good of Standing Tax Certificate;
- (c) have an original valid/certified good of Standing Social Security Certificate;
- (d) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- (e) have a valid certified/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; have a valid/certified fitness certificate from any Local Authority
- (f) have an original valid/certified certificate of fitness from any Local Authority in Oshana Region
- (g) and all pages of the document must be initialled and be signed.
- (h) signed Bid Securing Declaration;

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. Prices

Prices shall be quoted in Namibian dollars. Prices quoted shall be firm and fixed during validity period of quotation and for execution of contract.

7. The Contract

The letter of Acceptance/Purchaser Order Form as the case may be together with this Informal Quotation form shall constitute the contract between the Public Entity and the Supplier.

8. Purchase order

A supplier to whom a purchase order is issued must confirm the purchase order within three days of receipt of the purchase order and;

- (a) may not change or alter the terms of the purchase order; and
- (b) must undertake to deliver the goods or services on or before the date set in the purchase order for delivery of the goods or services.

9. General Conditions of Contract

The general terms and conditions shall be as per the General Conditions of Contract (Services) Ref. No. - G/RFQ posted in the website of the Policy Unit and on the Ongwediva Town Council subject to the data provided hereunder.

10. Warranty

- (a) The Supplier warrants that the goods 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 goods items and related services.
- (c) The Supplier warrants that the goods 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.

11. Payment

The Purchaser undertakes to effect payment within **30** days after supply of the goods 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.

Ongwediva Town Council shall not pay any deposit and the bid shall not be qualified by the bidders own conditions in respect of payment.

3. Price Schedule

Procurement reference number: G/RFQ/OngweTC-01/2022/23

Item No	Description	Qty	Unit of Measure	Rate N\$	Amount without VAT – N\$	Make & Model
1	Supply & Delivery of Fire & Rescue Equipment Firefighting Skid Unit to Ongwediva Fire Station	1				
SUBTOTAL						
VAT INCLUDED						
TOTAL						

- (a) The **ONGWEDIVA TOWN COUNCIL** requests delivery within **14** days as from the date of placement of order.
- (b) Delivery Date: within **7** days from date of placement of order.
- (c) The following tests and inceptions will be carried conducted on the goods at delivery:
 - Tank leakage
 - Starting the generator
 - Pump operations
 - High pressure gun flow operations

Validity of offer: **180** days as from closing date set for submission of quotations.

I/We agree to supply the abovementioned good(s) at price(s) quoted by me/us and subject to conditions specified overleaf.

Date.....

Bidder's signature and seal

4. SPECIFICATIONS AND PERFORMANCE REQUIREMENTS



image is for illustrative purposes only

- Engine speed (rpm): 3600max
- Engine net power (kW): 3.6
- 35-40Bar High Pressure
- 15-20L/min Flow
- 600-650L Step Tank
- 2X Reel 30-50m
- 6-7Hp
- Recoil Starter system
- Petrol/Diesel Engine
- Oil capacity (L) :0.6
- Fuel tank capacity (L):3.1
- High pressure gun
- High pressure hose
- 10m Suction Hose Assembly

5. SPECIFICATIONS AND 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.]

Specifications and Compliance Sheet Authorised By:

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1	Supply & Delivery of Fire & Rescue Equipment Firefighting Skid Unit to Ongwediva Fire Station.		

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

6. 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 (*insert website address*) except where modified by the Special Conditions below.

7. 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.

8. SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

The clause numbers given in the first column correspond to the relevant clause number of the GCC. *[This section is to be customised by the Public Entity to suit the requirements of the specific procurement].*

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1(h)	The purchaser is: Ongwediva Town Council
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is Ongwediva Fire Station
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
Notices GCC 8.1	<p>Any notice shall be sent to the following addresses:</p> <p>Ongwediva Town Council Corner of Mandume Ndemufayo Road & Dr. Libertine Amathila Street. Private Bag 5549 ONGWEDIVA</p> <p>For the Supplier, the address and contact name shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>

Subject and GCC clause reference	Special Conditions
Disputes GCC 10.2	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: N/A
Delivery and Documents GCC 13.1	The Goods are to be delivered within 30 days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note;
Price Adjustment GCC 15.1	The price charge for the Goods supplied and the related Services performed shall not 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 <i>shall not be</i> adjustable to the fluctuation in the rate of exchange.
Payment Period GCC 16.5	The method and conditions of payments to be made to the Supplier under this Contract shall be as follows: 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.
Performance Security GCC 18.1	N/A
Discharge of Performance Security GCC 18.4	N/A
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be: N/A
Insurance GCC 24.1	N/A

Subject and GCC clause reference	Special Conditions
Transportation GCC 25	The Goods shall be delivered: <i>[Incoterm for transportation]</i> .
Inspection and Test GCC 26.1	The inspection and tests shall be: <ul style="list-style-type: none"> • Tank leakage • Starting the generator • Pump operations • High pressure gun flow operations
Location of Inspection and Tests GCC 26.2	The inspections and tests shall be conducted at: Ongwediva Fire Station
Liquidated Damages GCC 27.1	The maximum amount of liquidated damages for the whole contract is <i>10%</i> of the final contract price.
Warranty GCC 28.3	The period of validity of the warranty shall be: 365 day(s) For the purpose of the Warranty, the place(s) of the final destination(s) shall be: Ongwediva Fire Station For item 1, the minimum period of warranty/shelf life shall be 365 days
Repair and Replacement GCC 28.5	The period for repair or replacement shall be: 365 day(s)



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten 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, 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.*
- 3.

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

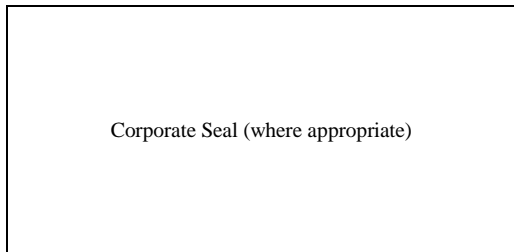
Signed:

Capacity of:

Name:

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

Dated on _____ day of _____, _____



[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.]

9. QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: G/RFQ/OngweTC-01/2022/23

Description	Attached	Not Attached
an original valid/ certified copy of company Registration Certificate;		
have an original valid/certified good of Standing Tax Certificate;		
an original valid/certified good of Standing Social Security Certificate;		
An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;		
valid certified/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; have a valid/certified fitness certificate from any Local Authority		
have an original valid/certified certificate of fitness from any Local Authority		
all pages of the document will be initialled and be signed.		
signed Bid Securing Declaration;		
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Security / Bid Securing Declaration		

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.