



MINISTRY OF INDUSTRIALISATION AND TRADE

Request for Sealed Quotations For Good

Supply. Replace/install and commissioning of a new 1x **3.6, 230 V AC** inverter, split mid-wall air conditioning unit, complete with installation accessories. Installations to adhere as to attached 'ANNEXURE A'

Procurement Reference No: G/RFSQ/19-24/2020

Private Bag 13340, Windhoek, Tel no: 061 2837116 & Fax no: 061 223528,

Date: 26 January 2021

NB: The bidder should ensure that each page of the document is initialled.

**Ministry of Industrialisation and Trade
Private bag 13340, Windhoek
Tel no: 061 2837111
Fax no: 061 223528**

LETTER OF INVITATION

Procurement Reference No: G/RFSQ/19-24/2020

20 January 2021

Dear Sir / Madam

Request for Quotation for Supply. Replace/install and commissioning of a new 1x **3.6, 230 V AC** inverter, split mid-wall air conditioning unit, complete with installation accessories. Installations to adhere as to attached ‘ANNEXURE A’

The Ministry of Industrialisation and Trade invites you to submit your best quote for the items as per specification attached.

Any resulting contract shall be subject to the terms and conditions referred to in the document. Queries, if any, should be addressed to **Mr, Lazarus Nyambali, Brendan Simbwaye Building, C/NR Goethe and Dr Kenneth Kaunda Street, Tell No: 061 2837116**

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,



Hermine Himarua

Head of Procurement Management Unit

SECTION I: INSTRUCTIONS TO BIDDERS

- 1. Rights of Public Entity**
- 2. The Ministry of Industrialisation and Trade** 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.

3. 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.

4. Validity of Quotations

The Quotation validity period shall be 30 days from the date of submission deadline.

5. 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 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 certificate indicating SME Status (for Bids reserved for SMEs);

6. Bid Security/Bid Securing Declaration

Bidders are required to *submit subscribe to a Bid Securing Declaration* for this procurement process. The Bidder shall furnish as part of its quotation, a Bid Security as per the format contained in Schedule 1 of this document for *an amount of NAD..... [based on 0.05% - 2% of your budget estimate for the procurement] OR% [insert percentage within the following range: 0.05% - 2% of the quoted price] valid up to [Validity period of bid security must be 30days beyond the quotation validity period]*

[Public Entity shall insert amount/percentage of bid security and validity period, if a Bid Security is applicable].

7. Delivery

Delivery shall be *16 days* after acceptance/issue of Purchase Order. Deviation in delivery period *shall not be accepted/shall be considered if such deviation is reasonable.*

8. 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.

9. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at room 409 or forwarded by fax 061 223528, not later than *26 January 2021, at 10h00* Quotations by post or hand delivered should reach *Brendan Simbwaye Building 4th floor* by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

10. 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.

11. 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.

12. Technical Compliance

Bidders shall submit along with their quotations 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.

13. Prices and Currency of Payment

[Public Entity to customise this clause as appropriate. Public Entity 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.]

Prices shall be fixed in Namibian Dollars.

14. Margin of Preference

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

[To be inserted if applicable]

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

[To be inserted if applicable]

15. 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.

16. Performance Security

[This paragraph shall be deleted if Performance security is not applicable]

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of *[insert percentage between the following range: 10 to 25 %]* of the contract price.

17. 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 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 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: | Ministry of Industrialisation and Trade |
| Procurement Reference Number: | G/RFSQ/19-24/2020 |
| Subject matter of Procurement: | Supply and installation of air-conditions |

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 [Bidder may delete this phrase in case of no deviation]* 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 Security / 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 BDS*.

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 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 | |

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:

[insert signature of person whose name and capacity are shown]

Capacity of:

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

Name:

SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: MINISTRY OF INDUSTRIALISATION AND TRADE
Procurement Ref No. G/RFSQ/19-24/2020

| INSTRUCTIONS TO THE PUBLIC BODY | | | | | | | INSTRUCTIONS TO BIDDERS | | | |
|---------------------------------|--|---------------------|------------------|-----------------------------------|-----------------------------|----------|-------------------------|---|-----------------------------|-------------------|
| A | B | C | D | E | F | G | H | I | Delivery weeks (days/month) | Country of Origin |
| Item no. | Description of Services | Quantity required B | Unit of measures | * Price per unit NAD ¹ | Total price without VAT NAD | VAT: NAD | | | | |
| | Supply. Replace/install and commissioning of a new 1x 3.6, 230 V AC inverter, split mid-wall air conditioning unit, complete with installation accessories. Installations to adhere as to attached 'ANNEXURE A' | 1 | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| NAME: | POSITION: ADDRESS: | | | SIGNATURE | | DATE | | | | |
| NAME OF BIDDER: | | | | | | | | | | |

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

TECHNICAL REQUIREMENTS
[the Public Entity shall use this section to specify its Technical Requirements for the goods items, Inspection and examination, and the scope of Related Services, as applicable.]

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: G/RFSQ/19-24/2020

[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.]

* Columns A and B
Public Entity.

Specifications
Sheet Authorised

and Compliance
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/RFSQ/19-24/2020 (available at public entities physical address/website: Insert Public Entity address/website) 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: G/RFSQ/19-24/2020

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 |
|----------------------------------|--|
| Site GCC 1.1(m) | The Site/final destination for delivery of the Goods is MIT HQ |

| Subject and GCC clause reference | Special Conditions |
|--|---|
| 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>For the [Public Entity], the address and the contact name shall be: Ministry of Industrialisation and Trade Private bag 13340 Windhoek Lazarus Nyambali or Steyn Simasiku 061 2837116 / 7207</p> <p>For the Supplier, the address and contact name shall be:</p> <hr/> |
| Delivery and Documents GCC 13.1 | <p>The Goods are to be delivered within _____ 7 _____ days from the date of Purchase Order or Letter of Acceptance.</p> <p>The documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> (a) signed delivery note; |
| Terms of Payment GCC 16.1 | 13.1 |
| Terms of Payment GCC 16.3 | 13.1 |
| Terms of Payment GCC 16.4 | 13.1 |

| Subject and GCC clause reference | Special Conditions |
|--|---|
| Performance Security GCC 18 | <p>(i) No performance security is required* or (ii) A performance security in the form of a bank guarantee representing [insert percentage from the following range: 10-25%] of the final contract price shall be required.</p> <p>* Delete as appropriate</p> |
| Packing GCC 23.2 | The packing, marking and documentation within and outside the packages shall be: _____ |
| Insurance GCC 24 | [where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation] |
| Transportation GCC 25 | The Goods shall be delivered: [Incoterm for transportation]. |
| Inspection and Tests GCC 26. | (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.) |
| Liquidated Damages GCC 27 | Liquidated damages for the whole contract are [insert percentage of the final contract price] per day. The maximum amount of liquidated damages for the whole contract is [insert percentage] of the final contract price. |
| Warranty GCC 28.3 | For item 1, the minimum period of warranty/shelf life shall be _____ For item 2, the minimum period of warranty/shelf life shall be _____ For item 3, the minimum period of warranty/shelf life shall be _____ |

[This form is to be deleted if Performance Security is not applicable.]

SCHEDULE 1:

[This form is to be deleted if Performance Security is not applicable.]

PERFORMANCE SECURITY (BANK GUARANTEE)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Bid Submission]

Procurement Ref No. and title: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor]

To: [insert complete name of Public Entity and address]

Performance Guarantee No.: [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [Insert number] dated [insert day and month], [insert year] with you, for the supply of [description of goods and related services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without civil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year]¹, and any demand for payment under it must be received by us at this office on or before that date.

SCHEDULE 2: 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 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/RFSQ/19-24/2020

| Description | Attached | Not Attached |
|----------------------------------|----------|--------------|
| Quotation Letter | | |
| List of Goods and Price Schedule | | |

| | |
|---|--|
| Specification and Compliance Sheet | |
| Bid Security / Bid Securing Declaration | |
| Evidences for conformity of Goods | |
| [Public Entity to insert any other] | |

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.