



## PROCUREMENT MANAGEMENT UNIT

### REQUEST FOR SEALED QUOTATIONS FOR GOODS

### PROCUREMENT FOR SUPPLY AND DELIVERY OF BREATHING APPARATUS FOR EMERGENCY PERSONNEL OF OSHAKATI TOWN COUNCIL

Procurement Reference No: **G/RFQ/OSHTC-17/2023/2024**

#### **Bid Submission:**

1. This is a hard copy request and responses must be submitted in the Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nuyoma Road, Oshakati.
2. Deadline for request for clarifications from Bidders: **15 March 2024**
3. Quotation Submission must be submitted before the closing date and time: Closing Date and Time of Bids: **Wednesday, 03<sup>rd</sup> April 2024@ 12h00**
4. Bidders must register their bids in the bid submission register at PMU Office before submitting their bids in the bid box.

Procurement Management Unit  
Oshakati Town Council  
Private Bag 5530  
Oshakati  
Namibia  
Tel: 065-229500/535/536  
Email: [procurementunit@oshtc.na](mailto:procurementunit@oshtc.na)

Name of Bidder: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Bid Amount VAT Excl: \_\_\_\_\_

VAT: \_\_\_\_\_

Bid Amount vat Incl. \_\_\_\_\_

**Oshakati Town Council (Osh-TC) gives notice of the following Request for Sealed Quotations – Goods**

Procurement Ref No	<b>March_RFQ_17</b>
RFQ Reference Number	<b>G/RFQ/OSHTC-17/2023/2024</b>
Description of Goods	<b>Procurement for Supply and Delivery of Breathing Apparatus for Emergency Personnel Oshakati Town Council</b>
Closing Date & Time	<b>02<sup>nd</sup> April 2024 @ 12h00</b>
Quotation Submission Address	<b>Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nuyoma Road,</b>
Validity Period of Quote	<b>60 Days (from closing date)</b>
Lead Time	<b>30 days</b>
Incoterm	<b>DDP</b>

- a) This is a hard quotation request and responses must be submitted to the address stated in the Quotation Submission Address before the closing date and time.
- b) Under no circumstance should the response be submitted, copied, or forwarded to any email address of any Oshakati Town Council employee prior to the deadline for submission of responses. This may result in disqualification of your quotation.
- c) This Request for Quotation (RFQ) is accompanied by and comprises the following documents: **N/A**
- d) The above documents comprise the RFQ Documents and are provided as a basis for the preparation of your Submission Response. They are confidential and are provided to you on the terms and conditions set out in this Quotation Invitation Document
- e) If any clarification is required, kindly contact the Procurement officers below in writing.
- f) The Company reserves the right to amend the whole or any part of the RFQ at any time prior to the deadline for submission.
- g) Please note that this is a Request for Quotation/Proposal only. All responses to this document will be treated as strictly confidential and will be used for the evaluation of this RFQ only. Oshakati Town Council may at its sole discretion, accept or reject any quotation. Therefore, there is no obligation on Oshakati Town Council to accept the lowest or any bid. Oshakati Town Council may accept or reject any part of a quotation without being obliged to accept such quotation in its entirety.

**Contact Person for Enquiries and Clarifications:**

<b>Name</b>	Anna-Liisa Korea	Jason limbangu
<b>Designation</b>	Head of Procurement	Buyer
<b>Telephone</b>	+264 65 229500/535/536	+264 65 229500/504
<b>Email</b>	<a href="mailto:akorea@oshtc.na/procurementunit@oshtc.na">akorea@oshtc.na/procurementunit@oshtc.na</a>	<a href="mailto:iimbanguj@oshtc.na">iimbanguj@oshtc.na</a>

INVITATION LETTER

05 March 2024

**REQUEST FOR QUOTATION (RFQ) – GOODS PROCUREMENT REF. NO. G/RFQ/OSHTC-17/2023/2024**

1. Bidders are invited to submit their quotation for **Supply and Delivery of Breathing Apparatus for Emergency Personnel** Required by Oshakati Town Council.
2. This RFQ constitutes a solicitation and contract agreement.
3. Bidders are requested to submit one quotation for **Supply and Delivery Breathing Apparatus for Emergency Personnel Oshakati Town Council** as per the specifications in this RFQ. Following an evaluation of the received quotations, only quotations for the entire nomenclature as described in the Quotation Submission Form will be accepted.
4. Any resulting contract shall be subject to the terms and conditions referred to in the document.
5. Queries or clarification, if any, should be addressed to the Procurement Officials on the front page.
6. Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Oshakati Town Council would like to thank you for considering this invitation for Request for Quotation.

Yours faithfully,

**Anna-Liisa Korea**  
**Head of Procurement**  
**Oshakati Town Council**

## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The Oshakati 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. Form of bid

This is a hard copy bid submission and responses must be submitted to the delivery address stated on the cover page. Bidders are required to complete the envelop cover page and paste it on top of their bid envelop.

### 3. Preparation of Quotations

Bidders 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.

Bidders 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 **90** days from the date of submission deadline.

### 5. Eligibility Criteria (Mandatory Legal Document)

To be eligible to participate in this Quotation exercise, bidder the bidder shall submit with this bid document:

- (a) A certified copy of a valid company Registration Certificate.
- (b) An original or certified copy of a valid good Standing Tax Certificate; **(Valid at the deadline of submission of bid)**
- (c) An original or certified copy of a valid good Standing Social Security Certificate; **(Valid at the deadline of submission of bid)**
- (d) A certified copy of 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; **(Valid at the deadline of submission of bid)**

- (e) A certified copy of a valid “fitness certificate” from a Local Authority Health Department or Ministry of Health & Social Services. **(Valid at the deadline of submission of bid)**
  - (f) Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company, is duly authorized to do so.
- All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.

## 6. Mandatory Administrative Documents

- (a) Bid Securing Declaration
- (b) Bid Submission Form
- (c) A written 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 as contemplated in section 138(2) of the Labour Act, 2007

## 7. Validity of Document

Any bid document, as a condition for its validity:

- a. Must comprise the original bid document supplied by the Procurement Management Unit and shall be duly filled in, duly signed, and date at each place (so indicated).
- b. Must be filled in and signed using indelible ink (no correction fluid or pencil may be used); if this condition is not applied such bid will be viewed as incomplete/invalid and will not be considered.
- c. All corrections made shall be crossed out and initialled next to the correction

## 8. Capability of Bidders

The Bidder warrants that it has/will have the capacity to deliver the Supply, as well as to provide the related support services in Namibia, where applicable.

The Bidder shall furnish, as part of the response, documents establishing the bidder's eligibility to propose and to deliver the goods as required. The documentary evidence shall establish to Oshakati Town Council's satisfaction that:

- a) In the case of a bidder offering to supply goods under the eventual Contract or PO, which the bidder did not manufacture or otherwise produce or where the bidder obtained the goods from another source, the bidder has been duly authorized by the manufacturer or producer of the goods to supply the goods in the Republic of Namibia.
- b) The Bidder has the financial and technical capacity necessary to fulfil its obligations under the eventual Contract or PO.
- c) The bidder has established the necessary infrastructure and has adequate equipment, resources, and such other facilities as required to fulfil its obligations under the eventual Contract or PO.
- d) Bidders must, upon request, furnish such additional information that Oshakati Town Council may reasonably **require as to their ability to provide the goods.**

## 8. Enquiries

- a) All enquiries in connection with this bid document shall be directed in writing (e-mail is acceptable) to the person(s) as listed in the invitation Letter with a cut-off date of three calendars before the bid submission deadline.
- b) Replies to enquiries will be issued to all bidders and potential bidders in the form of addenda to be initialled and submitted by bidders as part of the bid document.
- c) Any verbal information given or perceived to have been given shall not be binding to the Oshakati Town Council.

## **9. Sample View**

**None**

## **10. Extensions of Time**

Oshakati Town Council may in its absolute discretion by written notice to all Bidders extend the submission closing time. If any bidder applies for and is granted an extension of time to lodge its submission, the extension so granted shall apply to all bidders who will be advised of the extended closing date for receipt of quotations whether their submissions have or have not been lodged. If a bidder has already lodged a submission, it may revise that submission and resubmit it no later than the extended submission closing time.

## **9. Addenda**

Oshakati Town Council may, from time to time, clarify any aspects of the RFQ documentation, which require clarification and will issue addenda to all bidders detailing such clarifications.

## **10. Bid Security/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 this document.

## **11. Delivery**

Delivery shall commence **30** days after acceptance/issue of Purchase Order. Deviation in delivery if such deviation is reasonable.

## **12. Tests and Inspections**

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

- a) Verification for quantity provided.
- b) Visual Inspection to confirm compliance with technical requirements
- c) Verification of goods as per price activity schedule •
- d) Visual inspection of item to confirm correct item supplied.

### 13. Submission of Quotation

Quotations should be submitted to Procurement Management Unit, Oshakati Town Council, Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nuyoma Road, Oshakati, Namibia. not later than

**Closing date: Wednesday, 03<sup>rd</sup> April 2024**

**Closing time: 12:00**

- a) Quotations by e-mail would not be considered
- b) Late quotations will be rejected

### 14. Opening of Quotations

Quotations will be opened internally by the Oshakati Town Council. A record of the Quotation Opening Report stating the name of the bidders and the amount quoted will be available to any bidder on request within three working days of the Opening.

### 15. Evaluation of Quotations

The Oshakati 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.

### 16. 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 Oshakati Town Council'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.

Additional Criteria
a) Two (2) reference letters in supply and delivery of breathing apparatus of fire Personnel.
b) If previous good supplied based on purchase order kindly attach two Purchase Order.



### 17. Prices and Currency of Payment

To ensure comparative and competitive pricing, the bidders must provide a fixed price quotation for each of the items specified in the Scope of Work of this request for quotation document. All prices shall be in Namibian dollars.

The bidders must provide a price exclusive of any General Sales Tax or Value Added Tax for each item and all delivery points detailed in the Quotation Response Document.

## 18. Margin of Preference

Kindly take note that the Margin of Preference is applicable, and the bid is reserved for bidders who qualify for one or more of the categories of the margin of preference.

NB: Margin of Preference is not automatically applied and should be declared by the bidder.

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

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

**A=MP x BP in which formula**  
**100**

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

### 1.2. Bidders applying for the Margin of Preference shall submit evidence of:

- This bid is reserved for Local Suppliers in terms of Section 73 of the Public Procurement Act, and the Code of Good Practice
- Exclusive preference will be allowed for the following categories

#	Category of Local Supplier	Margin of Preference
1	Manufacturer	2%
2	Micro, Small & Medium Enterprise (SME)	1%
3	Women Owned Enterprise	1%
4	Youth Owned Enterprise	2%
5	Previously Disadvantaged Person Owned Enterprise	2%
6	Suppliers providing environmental protection	1%
7	Suppliers providing employment to Namibian citizens	1%
<b>Total</b>	<b>10%</b>	

- A bidder must include a declaration in its bid, outlining the preferences the bidder qualifies for and the grounds for such qualifications.
- Share Certificates
- Proof of Qualification for categories (i.e ID of youth and woman, SME Certificate, employee list and nationality)

The following documentary evidence in support of the grounds for qualification must be submitted

#	Category of Local Supplier	Documentary Evidence
1	Manufacturer	<ul style="list-style-type: none"> <li>• Certificate of registration from a registering authority</li> <li>• Declaration that the manufactured goods meet the local content as determined and certified by an accountant</li> </ul>
2	Micro, Small & Medium Enterprise (SME)	<ul style="list-style-type: none"> <li>• SME registration certificate</li> <li>• Declaration indicating the percentage of</li> </ul>



Namibian ownership	MSME	
3	Women Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian female ownership</li> </ul>
4	Youth Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian youth ownership</li> </ul>
5	Previously Disadvantaged Person (PDP) Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian PDP ownership</li> </ul>
6	Suppliers providing environmental protection	<ul style="list-style-type: none"> <li>• Declaration and proof that the bidder meets the requirements set out in the bidding document</li> </ul>
7	Suppliers providing employment to Namibian	<ul style="list-style-type: none"> <li>• Declaration that the bidder employs 50% or more Namibian citizens</li> </ul>

### 19. Language

Bidder responses shall be submitted in the English language.

### 20. 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. **Purchase Orders will be issued on an as- needed basis.**
- The Oshakati Town Council would reserve the right to terminate the contract if the samples submitted by the bidder does not conform to the basic requirements and specifications.

### 21. Performance Security

No performance security is required.

### 22. Notification of Award and Debriefing

Oshakati 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 within seven (7) days for all bids after request from the bidder. Furthermore, Oshakati Town Council shall attend to all requests for

debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

### **23. Costs**

Any costs incurred by a Bidder, in the preparation and submission of its response must be borne by the Bidder.

### **24. Final Check**

Please check that you have attached all documents, details or additional information that are related or requested in this document before submitting your responses.

G/RFQ/OSHTC-17/2023/2024

## 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.**]

<b>Quotation addressed to:</b>	Oshakati Town Council
<b>Procurement Reference Number:</b>	G/RFQ/OSHTC-17/2023/2024
<b>Subject matter of Procurement:</b>	<b>Procurement for Supply and Delivery of Breathing Apparatus for Emergency Personnel Oshakati Town Council</b>

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 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 ..... 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: .....

Capacity of:.....

Name: .....

(Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder])

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.]



## 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 of:.....

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*
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.*

## Self-Declaration Form - Margin of Preference

**Insert Procurement Reference No:** .....

**Insert Title:** .....

I/We the undersigned declare that:

1. I / we are eligible for the following categories of Exclusive Preference in terms of allowable Margin of Preferences as outlined in the Code of Good Practice and in accordance with applicable laws at the date of the deadline for bid submission.
2. We attached hereto the following documentary evidence in support of the grounds for qualification.

#	Category of Local Supplier	Margin of Preference
1	Micro, Small & Medium Enterprise (SME)	
2	Women Owned Enterprise	
3	Youth Owned Enterprise	
4	Previously Disadvantaged Person Owned Enterprise	
5	Suppliers providing employment to Namibian citizens	
<b>Total</b>		<b>7%</b>

#	Category of Local Supplier	Documentary Evidence
1	Micro, Small & Medium Enterprise (SME)	<ul style="list-style-type: none"> <li>• SME registration certificate</li> <li>• Declaration indicating the percentage of Namibian MSME ownership</li> </ul>
2	Women Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian female ownership</li> </ul>
3	Youth Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian youth ownership</li> </ul>

4	Previously Disadvantaged Person (PDP) Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian PDP ownership</li> </ul>
5	Suppliers providing employment to Namibian	<ul style="list-style-type: none"> <li>• Declaration that the bidder employs 50% or more Namibian citizens</li> </ul>

Declared at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2023

Signature (of duly authorised officer): \_\_\_\_\_.

Full Name and Designation: \_\_\_\_\_



### SECTION III: STATEMENT OF REQUIREMENTS

#### A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

##### SCBA specifications

- (1) full facepiece assembly.
- (2) a removable, facepiece-mounted, positive pressure breathing regulator with air saver switch.
- (3) an automatic dual path redundant pressure-reducing regulator.
- (4) end-of service time indicators.
- (5) a harness and back frame assembly for supporting the equipment on the body of the wearer.
- (6) a shoulder strap mounted, remote gauge indicating cylinder pressure.
- (7) a rapid intervention crew/universal air connection (RIC/UAC).
- (8) cylinder and valve assembly for storing breathing air under pressure.





Currency: ..... Exchange Rate: .....

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

**Procurement Reference Number: G/RFQ/OSHTC-17/2023/2024**

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.

Item No	Technical Specification Required	Compliance Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1.	Breathing Apparatus as per specification above		

*[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 to be completed by Public Entity.**

**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.oshtc.na](http://www.oshtc.na) except where modified by the Special Conditions below.

## SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

**Procurement Reference Number: G/RFQ/OSHTC-17/2023/2024**

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>Purchaser</b> <b>GCC 1.1(h)</b>	The purchaser is: <b>Oshakati Town Council</b>
<b>Site</b> <b>GCC 1.1(m)</b>	The Site/final destination for delivery of the Goods is <b>Oshakati Town Council Civic Centre</b>
<b>Incoterms Edition</b> <b>GCC 4.2(b)</b>	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
<b>Notices</b> <b>GCC 8.1</b>	<p>Any notice shall be sent to the following addresses:</p> <p><b>Oshakati Town Council,</b>  <b>Procurement Management Unit</b>  <b>Sam Nuuyoma Drive, Private Bag 5530</b>  <b>Oshakati Anna-Liisa Korea</b>  <b>Head of Procurement</b>  <b>+264 65 229500/535/536</b>  <a href="mailto:akorea@oshtc.na/procurementunit@oshtc.na">akorea@oshtc.na/procurementunit@oshtc.na</a></p> <p>or</p> <p><b>Jason limbangu</b>  <b>limbanguj@oshtc.na</b>  <b>+264 65 229500</b></p> <p>For the Supplier, the address and contact name shall be:</p>
	<hr/> <hr/> <hr/>
<b>Disputes</b> <b>GCC 10.2</b>	<p>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 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.</p>

Subject and GCC clause reference	Special Conditions
<b>Delivery and Documents</b> <b>GCC 13.1</b>	<p>The Goods are to be delivered within <b>30 days</b> from the date of Purchase Order or Letter of Acceptance.</p> <p>The documents to be furnished by the Supplier are:</p> <p><b>(a) Signed delivery note.</b></p> <p><b>(b) Tax invoice showing the goods' description, quantity, unit price, and total amount.</b></p> <p><b>(c) inspection report (where applicable)</b></p>
<b>Price Adjustment</b> <b>GCC 15.1</b>	<p>The price charge for the Goods supplied and the related Services performed shall not be adjustable.</p>
<b>Terms of Payment</b> <b>GCC 16.1</b>	<p>Full payment following delivery of the Supplies and submission of an invoice and the documents listed in clause 13.1</p>
<b>Terms of Payment</b> <b>GCC 16.3</b>	<p>Payments shall be made not later than <b>thirty days</b> after submission of an invoice and its certification by the Purchaser.</p>
<b>Terms of Payment</b> <b>GCC 16.4 (a)</b>	<p>The price <b>shall not be</b> adjustable to the fluctuation in the rate of exchange.</p>
<b>Payment Period</b> <b>GCC 16.5</b>	<p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p>i) <b>On Acceptance:</b> 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) The payment-delay period after which the Purchaser shall pay interest to the Supplier shall be 60 days.</p> <p>iii) The interest rate to be applied in the case of late payments is the Prime Rate of Commercial banks in Namibia as stated on the website of the Bank of Namibia</p>
<b>Performance Security</b> <b>GCC 18.1</b>	<p>(i) No performance security is required</p>
<b>Discharge of Performance Security</b> <b>GCC 18.4</b>	<p>The performance security will be discharged and returned to the supplier not later than following completion date. N/A</p>

Subject and GCC clause reference	Special Conditions
<b>Packing</b> <b>GCC 23.2</b>	<p>All packages, cases, crates, etc. are to be marked with Supplier's name and the applicable contract/agreement/PO number. Labelling of the packing cases must be in the English language for easy identification of the Goods.</p> <p>The Supplier shall package and deliver the Goods in packing cases for safe transportation, delivery, loading, offloading, and storage in accordance with internationally accepted standards such as those of IATA (International Air Transport Association)</p>
<b>Insurance</b> <b>GCC 24.1</b>	<p>The insurance coverage shall be as specified in the Incoterms. The Goods shall be delivered: DDP to the Oshakati Town Council Civic Centre.</p>
<b>Transportation</b> <b>GCC 25</b>	<p>The goods must be delivered DDP Oshakati Town Council</p> <p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p>
<b>Inspection and Test</b> <b>GCC 26.1</b>	<p>The following tests and inspections will be conducted on the goods at delivery:</p> <ul style="list-style-type: none"> <li>• Visual inspection to confirm compliance with technical requirements.</li> <li>• Verification of goods as per price activity schedule</li> <li>• Visual inspection of item to confirm correct item supplied</li> </ul>
<b>Location of Inspection Tests</b> <b>GCC 26.2</b>	<p>The inspections and tests shall be conducted at: <b>Oshakati Town Council Procurement Management Units by Emergency Officer</b></p>
<b>Liquidated Damages</b> <b>GCC 27.1</b>	<p>Liquidated damages for the whole contract are <b>0.5%</b> of the contract value per day, up to the maximum.</p> <p><b>The maximum amount of liquidated damages for the whole contract is 10% of the final contract price.</b></p>
<b>Warranty</b> <b>GCC 28.3</b>	<p>The period of warranty shall be as per manufacturer's standard warranty.</p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be: Oshakati Town Council.</p>
<b>Repair and Replacement</b> <b>GCC 28.5</b>	<p>The supplier shall repair/ replace the defective good or parts therefore within <b>Five (5)days</b>.</p>



## SCHEDULE 3

### QUOTATION CHECKLIST SCHEDULE

**Procurement Reference No.: G/RFQ/OSHTC-17/2022/2023**

Description	Attached	Not Attached
Quotation Letter		
Priced Activity Schedule		
Specification and Compliance Sheet		
Delivery Period		
Shall be duly filled in, duly signed, and dated at each place (so indicated)		
Indelible ink used, no correction fluid used, and all corrections crossed out and initialled or signed		
Bid Validity Period		
A certified copy of a valid company Registration Certificate		
An original or certified copy of a valid good Standing Tax Certificate; (Valid at the deadline of submission of bid		
An original or certified copy of a valid good Standing Social Security Certificate;(Valid at the deadline of submission of bid)		
A certified copy of a valid Affirmative Action Compliance Certificate.		
A written undertaking as contemplated in section 138(2) of the Labour Act, 2007		
A signed Bid Securing Declaration.		
A certified copy of a valid "Fitness Certificate" from a Local Authority Health Department or Ministry of Health & Social Services. (Valid at the deadline of submission of bid).		
Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company, is duly authorized to do so.		

Requested certified copies of documents shall only be considered if (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963		
All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.		
One (1) reference letter in welding and fabrication services rendered from a recognised institution.		
Submission must include a comprehensive company profile		

**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.

# Contract Agreement

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter **“the Employer”**), of the one part, and \_\_\_\_\_ hereinafter **“the Contractor”**), of the other part:

WHEREAS the Employer desires that the Works known as \_\_\_\_\_

\_\_\_\_\_ should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor 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
- (g) the Drawings; and
- (h) the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works 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.

Signed by: \_\_\_\_\_

**For and on behalf of the Employer**

In the presence of \_\_\_\_\_

\_\_\_\_\_  
Witness Name, Signature, Address, Date

Signed by: \_\_\_\_\_

**For and on behalf of the Contractor**

In the presence of: \_\_\_\_\_

\_\_\_\_\_  
Witness Name, Signature, Address, Date



## ***ENVELOP COVER***

# **PROCUREMENT FOR SUPPLY AND DELIVERY OF BREATHING APPARATUS FOR EMERGENCY PERSONNEL OSHAKATI TOWN COUNCIL**

**BID REF NO. W/RFQ/OSHTC-17/2023/2024**

**DELIVERY ADDRESS FOR:**

**Oshakati Town Council  
906 Sam Nuyoma Road  
Private Bag 5530  
Oshakati  
Tel:065-229500**

**CLOSING TIME AND DATE: Wednesday, 03<sup>rd</sup> April 2024 at 12h00**

# **FROM:**

**COMPANYNAME:** \_\_\_\_\_

**CONTACT NUMBER** \_\_\_\_\_

**P. O. BOX:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

