



REPUBLIC OF NAMIBIA

Ministry of Health and Social Services

Private Bag 13198
Windhoek
Namibia

Ministerial Building
Harvey Street
Windhoek

Tel: (061) 203 2744
Fax: (061) 30 10 18
Procurement@mhss.gov.na

Procurement Management Unit

Reference: 4/5/4

Request for Sealed Quotations

For

**Supply, Delivery, Installation and Replacement of Air
Conditioners for the Directorate: Finance and Procurement
and Kavango East Regional Health**

Name of Bidder: _____

Bidder Location: _____

Total Bid Price LOT: 1 _____

Total Bid Price LOT :2 _____

- Restricted to all suppliers in line with Air-conditioning and refrigerator.
- Local Preference will be recommended to the Lowest Bidder per LOT.

Initial: _____



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Letter of Invitation

Dear Sirs/Madams,

Request for sealed Quotations for Supply, Delivery, Installation and Replacement of Air Conditioners for the Directorate: Finance and Procurement and Kavango East Regional Health

The Ministry of Health and Social Services requests you to submit your best quote for the items described in detail hereunder.

Any resulting contract shall be subject to the terms and conditions referred to in the document.

For enquiries, please contact the following people:

1. Technical enquiries: Mrs. Singunde Annalisa (061-666 265528) Kavango East Regional Directorate
Mr. J. B. Majiedt (061 203 304138) Finance and Procurement
2. Administrative enquiries: Ms Maria Mbaka (061 203 2172)

Please prepare and submit your quotation (by 11h00, Friday, 27 January 2023), in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,

MR EVARISTUS IITA
SECRETARY: PROCUREMENT COMMITTEE



Initial: _____

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Ministry reserves the right:

- (a) to split the contract as per the lowest evaluated cost per item, and
- (b) to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

2. Preparation of Quotations

You are requested to quote for the items mentioned in Section III by completing, signing and returning:

- (a) the Quotation Letter in Section II
- (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. All pages must be initialled and use of correction fluid is strictly prohibited.

3. Validity of Quotations

The Quotation validity period shall be 90 days from the date of submission deadline.

4. Eligibility Criteria

To be eligible to participate in this Quotation exercise, you should please tick below, to indicate whether each of the following documents are attached:

	Document name / title	Please tick
1.	Certified Copy of a valid Certificate of Good Standing for Procurement Purposes, issued by the Ministry of Finance: Inland Revenue.	
2.	Certified copy of a valid Affirmative Action Compliance Certificate (issued in terms of Section 42 of the Affirmative Action (Employment) Act 29 of 1998, as amended); or a Letter from the Employment Equity Commission (letter should be on letterhead, stamped and signed by the EEC).	
3.	Certified Copy of a valid Good Standing Certificate with the Social Security Commission.	
4.	Certified Copy of the Close Corporation Certificate (issued in terms of Act 26 of 1988) or Founding Statement or any other Company Registration Certificate. These Certificates should clearly indicate the goods / services that the Supplier is registered to render.	
5.	Certified copy of a valid Certificate of Registration as an SME, issued by the Ministry of Industrialisation, Trade and SME Development (if applicable).	
6.	A written undertaking, as contemplated in section 138(2) of labour Act No 11 of 2007.	
7.	Business Principal in the founding documents of the bidder in line with the bid	

Initial: _____

8.	Letter/s of reference of similar work done or Reference letter of similar work done, and equivalent projects or more project value executed or Copy of Purchase Order submitted together with delivery note signed by the purchaser.	
9.	Bidder's financial capabilities in the form of: Letter of intent from a Financial Institution or proof of commitment by Supplier of a bidder to finance or supply the bidder on credit.	
10.	Bidder should have a physical address where it operates from. A fitness certificate from a local/town council should be attached for the business.	

5. Delivery

Delivery shall be two (2) weeks after the issuing of the Purchase Order. A penalty of 1% per week shall be instituted on late delivery.

5.1. The following tests and inceptions will be conducted on the goods at delivery:

- Check if it is correct delivery as specified on the request for quotation
- If delivery is on time
- If delivery note is attached

6. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Ministry, with the Bidder's name and contact information at the back of the envelope.

7. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at The Ministry of Health and Social Services – Finance and Procurement building, Procurement Management Unit (Tender Office), Harvey Street, Windhoek west, not later than Friday, 13 January 2023, Time: 11H00.

8. Opening of Quotations

Quotations will be opened internally by the Ministry immediately after the closing time referred to in instruction 7 above. A record of the Quotation Opening stating the name of the bidders and the amount quoted will be posted on the website of the Ministry and available to any bidder on request within three working days of the Opening.

9. 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.

10. 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 the Ministry's requirements.

Initial: _____

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.

11. Prices and Currency of Payment

Prices shall remain fixed for the duration of the period and quoted in Namibian Dollars. The Ministry **shall not** consider price increases due to exchange rates; therefore, bidders are advised to make their own projections.

12. 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 in accordance with terms and conditions contained in Section VI: General Conditions of Contract and Contract Agreement.

13. 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 Ministry 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:	
Subject matter of Procurement:	Supply, Delivery, Installation and Replacement of Air Conditioners for the Directorate: Finance and Procurement and Kavango East Regional Health

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

Initial: _____

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.

The validity period of the Quotation is 90 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 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(1) (b) and 37(5))

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 _____

Signature _____

Corporate Seal (Mandatory)

[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.]*

Initial: _____



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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.:.....

Initial: _____

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.*

Initial: _____

SECTION III: LIST OF GOODS AND PRICE SCHEDULE
QUOTATION FOR: Supply, Delivery, Installation and Replacement of Air Conditioners for the Directorate: Finance and Procurement and Kavango East Regional Health

INSTRUCTIONS TO THE PUBLIC BODY						INSTRUCTIONS TO BIDDERS
A	B	C	D	E	F	Bidders shall fill in columns E to F • Bidders shall fill in and sign the bottom section of this page
Item code	Description	Qty	UOM	Unit Price N\$ (Excl VAT)	Total price N\$ (Excl VAT)	Delivery Period
LOT: 1 Supply, Delivery, Installation and Replacement of Air Conditioners for and Kavango East Regional Health						
1	Supply, Delivery, Installation and Replacement of 9000 BTU for Nkarapamwe Clinic	1	Each			
2	Supply, Delivery, Installation and Replacement of 9000 BTU for Sauyemwa Clinic	1	Each			
3	Supply, Delivery, Installation and Replacement of 9000 BTU for Ncaute Clinic	1	Each			
4	Supply, Delivery, Installation and Replacement of 9000 BTU for Kayongone Clinic	1	Each			
5	Supply, Delivery, Installation and Replacement of 9000 BTU for Mashare Clinic	1	Each			
6	Supply, Delivery, Installation and Replacement of 9000 BTU for Takwassa Clinic	1	Each			
7	Supply, Delivery, Installation and Replacement of 9000 BTU for Baramasoni Clinic	1	Each			
8	Services and refills gas for 9000 BTU for Ncaute Clinic	1	Each			
				Sub total		
				VAT 15%		
				Grand Total		

1.	Supply 12 000 BTU Portable Air conditioners Heat and cool	5	Each		
			Sub total		
			VAT 15%		
			Grand Total		
			Total for LOT: 1 and 2		

The price shall be treated as firm in Namibian Dollars for all intent and purpose.

Key notes: NA=NOT APPLICABLE, NQ=NO QUOTE

Initial: _____

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

2	Technical Specification Required	Compliance of Specification Offered Indicate comply/not comply	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
LOT: 1 Supply, Delivery, Installation and Replacement of Air Conditioners for and Kavango East Regional Health			
1	Supply, Delivery, Installation and Replacement of 9000 BTU for Nkarapamwe Clinic		
2	Supply, Delivery, Installation and Replacement of 9000 BTU for Sauyemwa Clinic		
3	Supply, Delivery, Installation and Replacement of 9000 BTU for Ncaute Clinic		
4	Supply, Delivery, Installation and Replacement of 9000 BTU for Kayongone Clinic		
5	Supply, Delivery, Installation and Replacement of 9000 BTU for Mashare Clinic		
6	Supply, Delivery, Installation and Replacement of 9000 BTU for Takwasa Clinic		
7	Supply, Delivery, Installation and Replacement of 9000 BTU for Baramasoni Clinic		
8	Services and refills gas for 9000 BTU for Ncaute Clinic		
LOT:2 Procurement of Portable Air conditioners for the Directorate: Finance and Procurement			
1.	Supply 12 000 BTU Portable Air conditioners Heat and cool		

PERFORMANCE REQUIREMENTS

Bidders should complete columns C and D with the specification of the goods offered.

Attach detailed technical literature as stated in the requirements. Authorise the specification offered in the signature block below.

Specifications and Compliance Sheet Authorised by:

Name:		Signature:	
Position:		Date:	

Initial: _____

Authorised for and on behalf of:	Company	
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SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. G/RFQ-GCC) (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 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

The clause numbers given in the first column correspond to the relevant clause number of the GCC.

Subject and GCC clause reference	Special Conditions
Site GCC 1.1(m)	The Site/final destination for delivery of the Services: (Kavango region and Directorate : Finance and Procurement)
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 Ministry, the address and the contact name shall be:</p> <p>Private Bag 13198, Windhoek</p> <p>Attention:</p> <p>For the Supplier, the address and contact name shall be:</p> <hr/> <hr/> <hr/>

Subject and GCC clause reference	Special Conditions
Delivery and Documents GCC 13.1	<p>The Goods are to be delivered within _____ week/s from the date of the Purchase Order. The bidder to ensure that goods are received undamaged.</p> <p>The documents to be furnished by the Supplier are:</p> <p>(a) signed delivery note; and first Invoice for payment.</p>
Terms of Payment GCC 16.1	The structure of payments shall be: full payment following delivery of the Supplies and submission of an invoice.
Terms of Payment GCC 16.3	Payments shall be made not later than (90) days after submission of an invoice and its certification by the Purchaser.
Terms of Payment GCC 16.4	The currency of payment shall be the currency of order specified in the List of Goods, Price Schedule and Product details in the Statement of Requirements.
Performance Security GCC 18	(i) No performance security is required
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be: product name, quantities
Insurance GCC 24	The bidder bears the cost of insurance
Transportation GCC 25	The Goods shall be delivered: Delivery Duty Paid
Inspection and Tests GCC 26.	Testing and commissioning of goods shall be at the supplier's expense
Liquidated Damages GCC 27	Liquidated damages for the whole contract are 1% per week. The maximum amount of liquidated damages for the whole contract is 5% of the final contract price.
Warranty GCC 28.3	<p>For item 1, the minimum period of warranty/shelf life shall be _____</p> <p>For item 2, the minimum period of warranty/shelf life shall be _____</p> <p>For item 3, the minimum period of warranty/shelf life shall be _____</p>

SCHEDULE 2: COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

<u>COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT</u>		
	N\$	N\$

Initial: _____

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

Supplier Name: _____

Initial: _____

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Evidences for conformity of Goods		
Expression of Interest Document		
Mandatory Documentations		

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.