



REPUBLIC OF NAMIBIA

OFFICE OF THE PRIME MINISTER

Tel: (061) 287 9111

Private Bag 13338

Fax: (061) 224910

Windhoek

Request for Quotation for

Supply of Tyres and Battery for GRN 8757,8758,8759,8769 vehicles

Procurement Reference No: G/RFSQ/02-16/2024

Due Date: 26 July 2024 @ 11h00

NB: This bid is restricted to tyre suppliers only

Office of the Prime Minister, Directorate of Disaster Risk Management, Nickel Street, Prosperita, Windhoek. , contact Mr. Michael Kalumba or Ms. Hilma Kawela at - 061 – 4351111/2).



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Letter of Invitation

Procurement Reference No: G/RFSQ/02-16/2024

.....

17 July 2024

Dear Sir/Madam

Request for Quotations for the Supply of Tyres and Battery for GRN Vehicles

The Office of the Prime Minister invites 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.

Queries, if any, should be addressed to **Mr. M Kalumba or Ms. H. Kawela @061 435 1111/2**

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation. Hereby, also attach your delivery schedule.

This bid is restricted to tyre suppliers only

Yours faithfully,

Mr Brian Mungunda

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Office of the Prime Minister 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. 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.

3. Validity of Quotations

The Quotation validity period shall be *Thirty (30)* days from the date of submission deadline.

4. 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 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;
- (e) have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (f) Submit signed Bid-securing Declaration.

5. Bid Security/Bid Securing Declaration

Bidders are required to *subscribe to a Bid Securing Declaration* for this procurement process.

6. Delivery

Delivery shall be Seven (7) days after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted.

6.1. Inspections will be conducted on the goods at delivery:

7. Sealing and Marking of Quotations

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

8. Submission of Quotations

Quotations by post or hand delivered should reach **Office of the Prime Minister, Directorate Disaster Risk Management, Nickel Street, Prosperita, Erf R321**. Before **26 July 2024 @11:00**. Quotations received by e-mail will not be considered.

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

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 be fixed in Namibian Dollars.

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

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 (7) days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven (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: <i>[name of Public Entity]</i>	
Procurement Reference Number:	
Subject matter of Procurement:	

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 BD]*.

The validity period of the Quotation is _____ days *[insert number of 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(1) (b) and 37(5))**

Date: [Day|month|year].....

Procurement Ref No.:

To: [Insert complete name of Public Entity and

Address].....

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 _____, _____
[Insert date of signing]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.] ***delete if not applicable / appropriate**



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 *[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.*

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

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: ***G/RFSQ/02-16/2024***

[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 in the signature block below.]

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
	265/65R17 (GRN 8757,8758 & 8759)		
	616 SMF Battery (GRN 8769)		
	Fitment and alignment of tyres		
NB: BIDDER TO INDICATE THE BRAND QUOTED			

** 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 and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods - Ref. *G/RFSQ/02-16/2024* 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

Procurement Reference Number: *G/RFSQ/02-16/2024*

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

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1(h)	The purchaser is: Office of the Prime Minister
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is Office of the Prime Minister, Directorate Disaster Risk Management, Nickel Street, Prosperita, Erf R321
Notices GCC 8.1	Any notice shall be sent to the following addresses: For the Office of the Prime Minister, Office of the Prime Minister, Directorate Disaster Risk Management, Nickel Street, Prosperita, Erf R321 The address and the contact name shall be: Mr. M. Kalumba For the Supplier, the address and contact name shall be: _____
Delivery and Documents GCC 13.1	The Goods are to be delivered within Seven (7) days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note;
Subject and GCC clause reference	Special Conditions

Price Adjustment GCC 15.1	<p>The price charge for the Goods supplied and the related Services performed shall not be adjustable.</p> <p>If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used</p>
Terms of Payment GCC 16.1	<p>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</p>
Terms of Payment GCC 16.3	<p>Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.</p>
Terms of Payment GCC 16.4 (a)	<p>The price shall not be adjustable to the fluctuation in the rate of exchange.</p>
Payment Period GCC 16.5	<p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p style="padding-left: 40px;">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.</p>
Performance Security GCC 18.1	<p>(i) No performance security is required</p>
Discharge of Performance Security GCC 18.4	<p>No performance security is required.</p>
Insurance GCC 24.1	<p><i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]</i></p>
Transportation GCC 25	<p>The Goods shall be delivered: <i>[Incoterm for transportation]</i>.</p>

MARGINS OF PREFERENCES WHEN EVALUATING BIDS FO EXCLUSIVE PREFERENCES AS PER PARAGRAPH 10 (2) OF CODE OF GOOD PRACTICES ON PREFERENCES

Category	Margins of preference	Documentary Evidence
Namibian shareholding	3%	- if the bidder meets any of the qualification criteria under section 71(3) of the Act.
Good manufactured, grown, mined or extracted in Namibia	4%	- if the goods are grown, mined or extracted within Namibia, or if manufactured goods have a local content of 40% or more of the manufacturing costs of the goods, as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant, except for open international bidding where certification must have to be done by an Auditor registered in terms of the Public Accountant' and Auditors' Act 51 of 1951.
Namibian Employees	3%	(a) 1% - if between 50% - 60% of the employees of the entity inclusive of management are Namibian citizens; OR (b) 3% - if more than 60% of the employees of the entity inclusive of management are Namibian citizens.
Total	10%	

SCHEDULE 3

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No: *G/RFSQ/02-16/2024*

Description	Attached	Not Attached	
Quotation Letter			
List of Goods and Price Schedule			
Specifications and Compliance Sheet			
Bid Securing Declaration			
Evidences for conformity of Goods			

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.*