

A Section 21 company

Erf 209 Industrial Road, Lafrenz Industrial Area
Tel: +264 61 202 3300
PO Box 350, Windhoek, Namibia
www.amta.na



AMTA
FROM LAND TO NATION

Request for Sealed Quotations for Goods

Procurement for the supply and delivery of an air conditioner for RFPBH

Procurement Reference No: G/RFQ/AMTA-04/2023

Bidders Name:	Contact Details:
Email address:	Bid Amount inclusive of VAT:

Date advertised: 26th May 2023

Closing date: Wednesday 07th June 2023 @11h00 am.

Submit to: AMTA Tender Bid Box at head office located at the reception area, Erf 209, North Industrial Road, Lafrenz, Ground floor

PMU contact person: Mr. Onesmus Mwanyangapo

Tell: 061 2023300

Email: omwanyangapo@amta.na

Procurement Management Unit (PMU)
Agro Marketing and Trade Agency
ERF 209 Industrial Road
Lafrenz Industrial Area
P O Box 350
Windhoek, Namibia



Appendix to Quotation Letter

**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.]

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**Letter of Invitation**

Procurement Reference No: G/RFQ/AMTA-04/2023

26 MAY 2023

Dear Potential Bidders

Request for Quotations for the Supply and delivery of Air Conditioner.

The Agro- Marketing and Trade Agency (AMTA) 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 Tuliky Shawapala, *email: shawapalat@amta.na*.

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,

A handwritten signature in black ink, appearing to read 'Tuliky Shawapala', is written over a horizontal line.

Tuliky Shawapala
Secretary to the Procurement Committee



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Agro-Marketing and Trade Agency 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 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 a valid original/certified copy of good Standing with the Receiver of Revenue;
- (c) have valid original valid of good Standing with the Social Security Commission or, in the case where a company has no employees, confirmation letter from the Social Security Commission;
- (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 certificate indicating SME Status (Applicable to SMEs only);
- (f) Submit signed Bid-securing Declaration.
- (g) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- (h) Initial all pages of the bidding document and attachments
- (i) Attach quotation on the company's letterhead.



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.*

SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: Procurement of Air Conditioner for AMTA INSTRUCTIONS TO THE PUBLIC ENTITY At time of preparation of the RFQ, Columns A to D shall be filled in by the Public Entity. <i>[To be filled by the Public Entity]</i>		Procurement Ref No. G/RFQ/AMTA-04/2023 INSTRUCTIONS TO BIDDERS Bidders shall fill-in columns E - I and fill the total E= mark with a *if an equivalent is quoted F= Rate per unit G=Total price for one item (C x F) • If an equivalent is quoted, please attach to your quote appropriate technical information & specification • Bidders shall fill in and sign the bottom section of this page							
A	B	C	D	E	F	G	H	I	
Item no.	Description of Goods	Quantity required	Unit of measures	*	Price per unit NAD ¹	Total price without VAT NAD	VAT: NAD	Delivery weeks) (days/m onth	Country of Origin
1.	Ceiling cassette split air conditioner GREE MODEL:GKH48KEA11	1	Each						
2.	Ceiling cassette split air conditioner GREE MODEL:GUHD48NK3BO	1	Each						
					Sub Total				
					TOTAL (G+H)				
NAME:				SIGNATURE		DATE			
NAME OF BIDDER:				POSITION:					
				ADDRESS:					

1. If Price quoted is subject to change in rate of exchange at the time of delivery of goods provide details hereunder:

Currency: Exchange Rate:

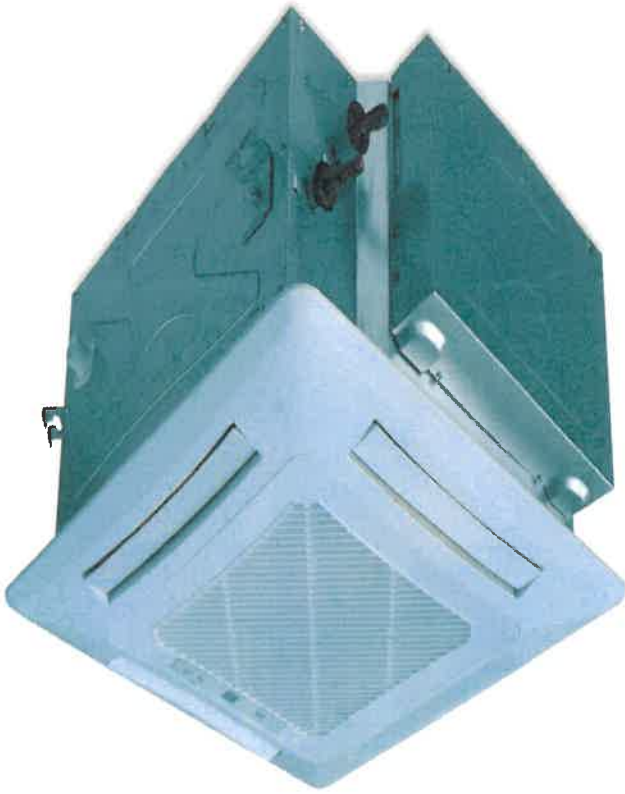
If no base rate of exchange is given, the price shall be treated as firm in Namibian Dollars for all intent and purpose.

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


SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: G/RFQ/AMTA-04/2023

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>
1.	Ceiling cassette split air conditioner GREE MODEL: GKH48KEA11 		

Section VII Special Conditions of Contract 11

2.	<p>Ceiling cassette split air conditioner GREE MODEL: GUHD48NK3BO</p> 		

[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 (*insert website address*) 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/RFQ/AMTA-04/2023

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: <i>The Agro-Marketing and Trade Agency</i>
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is 30 days.
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
Notices GCC 8.1	Any notice shall be sent to the following addresses: For the Agro-Marketing and Trade Agency the address and the contact name shall be: Tuliky Shawapala, Secretary to PMU For the Supplier, the address and contact name shall be: _____

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Subject and GCC clause reference	Special Conditions
Disputes GCC 10.2	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:
Delivery and Documents GCC 13.1	The Goods are to be delivered within 14 days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note; (b) Ta Invoice
Price Adjustment GCC 15.1	The price charge for the Goods supplied and the related Services performed " <i>shall not</i> " be adjustable. If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used
Terms of Payment GCC 16.1	The structure of payments shall be: full payment following delivery of the Supplies and submission of an invoice and the documents listed in clause 13.1
Terms of Payment GCC 16.3	Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.
Terms of Payment GCC 16.4 (a)	The price " <i>shall not be</i> " adjustable to the fluctuation in the rate of exchange.
Payment Period GCC 16.5	The method and conditions of payments to be made to the Supplier under this Contract shall be as follows: i) On Acceptance: The Contract Price of goods received shall be paid no later than thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.
Performance Security GCC 18.1	(i) No performance security is required

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Subject and GCC clause reference	Special Conditions
Discharge of Performance Security GCC 18.4	<p>The performance security will be discharged and returned to the supplier not later than <i>[insert number of days]</i> following completion date.</p> <p>Not applicable</p>
Packing GCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p>
Insurance GCC 24.1	<p><i>Not applicable.</i></p>
Transportation GCC 25	<p>The Goods shall be delivered at the premises.</p>
Inspection and Test GCC 26.1	<p>The inspection and tests shall be:</p>
Location of Inspection and Tests GCC 26.2	<p>The inspections and tests shall be conducted at: <i>[insert names(s) of locations(s)]</i></p>
Liquidated Damages GCC 27.1	<p>Liquidated damages for the whole contract are <i>[insert percentage of the final contract price]</i> per day. The maximum amount of liquidated damages for the whole contract is <i>[insert percentage 4-10%]</i> of the final contract price.</p>
Warranty GCC 28.3	<p>The period of validity of the warranty shall be: <i>[insert number]</i> day(s)</p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <i>[insert names(s) of location(s)]</i></p> <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>
Repair and Replacement GCC 28.5	<p>The period for repair or replacement shall be: <i>[insert number]</i> day(s)</p>

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
- P_0 = Contract Price (base price).
- a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a , b , and c as specified by the Purchaser are as follows:

- $a = [insert\ value\ of\ coefficient]$
- $b = [insert\ value\ of\ coefficient]$
- $c = [insert\ value\ of\ coefficient]$

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = $[insert\ number\ of\ weeks]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

Section VII Special Conditions of Contract 16

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SCHEDULE 1

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	NS	NS
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		

$$\text{Local Value Added} = \frac{\text{Total Cost} - \text{Cost of imported inputs} \times 100}{\text{Total Cost}}$$

NB! The cost structure should be certified by a Certified Accountant

SCHEDULE 2**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.: G/RFQ/AMTA-04/2023**

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		
Eligibility Criteria as specified in ITB 4		
Quotation on company letterhead.		

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.*