



GOVERNMENT OF NAMIBIA



AFRICAN DEVELOPMENT BANK

MINISTRY OF AGRICULTURE, WATER AND FORESTRY,

Request for Sealed Quotations for Goods

Supply and delivery of Animal Health Equipment

Three Hundred and Fifty (350) Trunk metal No.2 610x335x220mm

Three Hundred and Fifty (350) 15 Litre hard body cooler box

**Seven Hundred (700) Automatic drug injection guns (HSW Roux-revolver
30ml)**

Seven Hundred (700) De-worming applicators (HSW Drench-Matic 30ml)

Procurement Reference No: G/RFQ/NAMSIP/20-20/2018/2019

**Private Bag 13184, Windhoek, de Beers Building, Northern Industry, c/o Tienie Louw and
Ettienne Rosseau Street, 061-264008, Katrina.David@mawf.gov.na, March 2019**



Letter of Invitation

Dear Sirs/Madams

Request for Quotations for Supply of Animal Health Equipment

The Ministry of Agriculture, Water and Forestry 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:

Administrative Enquiries: **Ms. M. Boois (081 1458786)**

Technical Enquiries: **Dr. I. Kaatura (061 208 7513)**

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,

.....
KATRINA DAVID
SECRETARY PROCUREMENT COMMITTEE

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Ministry of Agriculture, Water and Forestry 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 **60 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 certificate indicating SME Status (for Bids reserved for SMEs);
- (f) [public entity to select appropriate] Submit bid valid security/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) Principle Business in-line
- (i) *[insert any other additional eligibility criteria]*

5. Bid Security/Bid Securing Declaration

Bidders are required to submit a subscribed Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation.

6. Delivery

Delivery shall be 30 days after acceptance/issue of Purchase Order. The delivery period will be a decisive factor when evaluating the offers received. **It is important to note that delivery periods of more than four (4) weeks will not be acceptable.** Deviation in delivery period shall not be accepted.

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

After final assembly, completion and testing of equipment, the Ministry shall be notified of an inspection visit to the Tenderer's premises prior to the delivery of equipment to the Regional Ministerial Stores as stated in this Tender.

Quality, Quantity and validation of specifications.

7. Sealing and Marking of Quotations

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

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at **de Beers Building, Northern Industry, c/o Tienie Louw and Ettienne Rosseau Street**, not later than Friday, 29 March 2019, **11h00**. Quotations by post or hand delivered should reach **de Beers Building, Northern Industry, c/o Tienie Louw and Ettienne Rosseau Street** by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in instruction 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a **Bid Securing Declaration**, will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

10. 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.

11. Technical Compliance

Bidders shall submit along with their quotations documents, **catalogues/pamphlets** (Only factory originals will be accepted) to substantiate compliance with the required specifications and to qualify deviations if any with respect to Public Entity's requirements.

The Specifications, Performance Requirements and Compliance Sheet details the minimum specifications of the goods/items to be supplied. The specifications have to be met but no credit will be given for exceeding the specifications.

12. Prices and Currency of Payment

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

13. 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.

14. 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: | |
| 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 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 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:
[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 onday 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

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.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I , owner/representative
of

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 IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

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

The Bid calls for the supply and delivery of the following:

350 Trunk metal No2 610x335x220mm

350x 15Litre hard body cooler box

700 x De-worming applicators (HSW Drench-Matic 30ml)

700 x Automatic drug injection guns (HSW Roux-revolver 30ml)

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number:

G/RFQ/NAMSIP/20-20/2018/2019

[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) |
|-----------|---|-------------------------------------|--|
| A* | B* | C | D |
| 1 | Trunk metal No2 610x335x220mm | | |
| 2 | 15Litre hard body cooler box | | |
| 3. | De-worming applicators(HSW Drench-Matic 30ml) | | |
| 4. | Automatic drug injection guns(HSW Roux-revolver 30ml) | | |

* 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.mawf.gov.na 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/NAMSIP/20-20/2018/2019

The clause numbers given in the first column correspond to the relevant clause number of the GCC. *[This section is to be customised by the Public Entity to suit the requirements of the specific procurement].*

| Subject and GCC clause reference | Special Conditions |
|--|---|
| Purchaser GCC 1.1(h) | The purchaser is: Ministry of Agriculture, Water and Forestry |
| Site GCC 1.1(m) | The Site/final destination for delivery of the Goods is: /Khomas Regional Stores, de Beers Building Northern Industry, c/o Tienie Louw and Ettienne Rosseau Street |
| 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 Ministry of Agriculture, Water and Forestry , the address and the contact name shall be: Private Bag 13184, Windhoek Attention: Secretary: Procurement Committee For the Supplier, the address and contact name shall be: _____ |
| 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 30 days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note; and Two(2) Invoices for payment |

Section VII Special Conditions of Contract 12

| Subject and GCC clause reference | Special Conditions |
|---|---|
| Price Adjustment GCC 15.1 | The price charge for the Goods supplied and the related Services performed shall not be adjustable. |
| 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 shall not be adjustable to the fluctuation in the rate of exchange. |
| 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>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> <p>ii) An interest rate of <i>[insert percentage]</i> is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full: Not Applicable</p> |
| Performance Security GCC 18.1 | (i) No performance security is required |
| Discharge of Performance Security GCC 18.4 | The performance security will be discharged and returned to the supplier not later than <i>[insert number of days]</i> following completion date: Not Applicable |
| Packing GCC 23.2 | The packing, marking and documentation within and outside the packages shall be: Product name and quantities |
| Insurance GCC 24.1 | Where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation: The bidder bears the cost of insurance |
| Transportation GCC 25 | The Goods shall be delivered: <i>[Incoterm for transportation]</i> . Delivery Duty Paid |
| Inspection and Test GCC 26.1 | The inspection and tests shall be: Packaging, Quality, Quantity |
| Location of Inspection and Tests GCC 26.2 | The inspections and tests shall be conducted at: /Khomas Regional Stores, de Beers Building Northern Industry, c/o Tienie Louw and Etienne Rosseau Street |

Section VII Special Conditions of Contract 13

| Subject and GCC clause reference | Special Conditions |
|---|---|
| <p>Liquidated Damages GCC 27.1</p> | <p>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.</p> |
| <p>Warranty GCC 28.3</p> | <p>The period of validity of the warranty shall be: 30 day(s) For the purpose of the Warranty, the place(s) of the final destination(s) shall be: /Khomas Regional Stores For item 1, the minimum period of warranty/shelf life shall be ____ For item 2, the minimum period of warranty/shelf life shall be ____ For item 3, the minimum period of warranty/shelf life shall be ____</p> |
| <p>Repair and Replacement GCC 28.5</p> | <p>The period for repair or replacement shall be: 7 day(s)</p> |

Attachment: Price Adjustment Formula

- (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.
- (b) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SCHEDULE 2

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

| COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT | | |
|---|------------|------------|
| | N\$ | N\$ |
| Raw Materials, Accessories & Components | | |
| • Imported (CIF) | | |
| • Local (VAT & Excise Duty Fee) | | |
| Labour Cost | | |
| • Direct Labour | | . |
| • Clerical Wages | | . |
| • Salaries to Management | | |
| Utilities | | |
| • Electricity | | |
| • Water | | |
| • Telephone | | |
| Depreciation | | |
| Interest on Loans | | |
| Rent | | |
| Other (please specify) | | |
| • | | |
| • | | |
| • | | |
| TOTAL COST | | |

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

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

Contract Agreement

THIS CONTRACT AGREEMENT is made Ref: No: **G/RFQ/NAMSIP/20-20/2018/2019**

On the of **May 2019**.

BETWEEN

(1) **Ministry of Agriculture, Water and Forestry**, the Ministry of the Government of Namibia and having its principal place of business at the Government Office Park, **Luther Street, Eros, Private Bag 13184 Windhoek, Namibia**, (hereinafter called “the Purchaser”), and

(2), a company incorporated under the laws of **Namibia** and having its principal place of business at
.....
(hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., **for the supply and delivery of Animal Health Equipment for NAMSIP** as listed below:

- 1. Trunk metal No2 610x335x220mm
- 2. 15Litre hard body cooler box
- 3. De-worming applicators (HSW Drench-Matic 30ml)
- 4. Automatic drug injection guns (HSW Roux-revolver 30ml)

and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of
.....
N\$..... (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract

- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier’s Bid and original Price Schedules
- (f) The Purchaser’s Notification of Award

3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services 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.

For and on behalf of the Purchaser

Signed:

in the capacity of

in the presence of

For and on behalf of the Supplier

Signed:

in the capacity of

in the presence of

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE**

[Public Entity to update this Checklist to ensure that it contains the documents required from Bidders for the specific procurement]

Procurement Reference No.:

| Description | Attached | Not Attached |
|--|-----------------|---------------------|
| Quotation Letter | | |
| List of Goods and Price Schedule | | |
| Specification and Compliance Sheet | | |
| Bid Securing Declaration | | |
| Evidences for conformity of Goods | | |
| <i>[Public Entity to insert any other]</i> | | |

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.*