



**REQUEST FOR SEALED QUOTATION FOR GOODS**

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**SUPPLY AND DELIVERY OF A SEDAN VEHICLE**

**(NACC)**

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**PROCUREMENT REFERENCE NO:**

**G/RFQ/NACC - 23/23/24**

**ISSUED ON:**

**16 FEBRUARY 2024**

**CLOSING DATE:**

**07 MARCH 2024 @ 10H00 AM**

**COST: FREE**

<b>Name of Bidder:</b>	..... .....
<b>Total Bid Price:</b>	N\$..... .....(excl. VAT)

**Namibian Competition Commission**

Marien Ngoubi Street, Windhoek, NAMIBIA

Tel: +264 61 224 622, Fax: 061 +264 61 401 900,

[www.nacc.com.na](http://www.nacc.com.na)



## LETTER OF INVITATION

TO: \_\_\_\_\_

**G/RFQ/NACC-23/23/24**

**16 February 2024**

Dear Sirs,

### **REQUEST FOR QUOTATIONS FOR SUPPLY AND DELIVERY OF A SEDAN VEHICLE TO NACC**

The Namibian Competition Commission (NACC) 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 [NaCCProcurement@nacc.com.na](mailto:NaCCProcurement@nacc.com.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 "Ndapandula Nghaamwa".

.....

**Ndapandula Nghaamwa**

**Head of Procurement Management Unit**

## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **1. Rights of the Namibian Competition Commission**

The Namibian Competition Commission 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, Written Undertaking and Self Declaration Form,
- 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 **90** days from the date of submission deadline.

### **4. Eligibility Criteria**

- a) A bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- b) Bids from bidders appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- c) Bidders should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

### **5. Mandatory Requirements**

For the bid to meet the mandatory requirements, the bidder must submit the following documents as outlined in section 50 of the Act:

- a) an original or certified copy of a valid certificate of good standing with the Receiver of Revenue.
- b) a valid certificate 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.

- c) as required by the Affirmative Action (Employment) Act, 1998 (Act No. 29 of 1998) -
    - (i) a certified copy of a valid affirmative action compliance certificate issued under section 41 of that Act.
    - (ii) a certified copy of an exemption issued under section 42 of that Act, or
    - (iii) a certified copy of proof from the Employment Equity Commissioner that the bidder or supplier is not a relevant employer as defined in that Act.
  - d) a written undertaking as contemplated in section 138(2) of the Labour Act, 2007 (Act No. 11 of 2007), and
  - e) a certified copy of a valid –
    - (i) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia.
    - (ii) certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia.
    - (iii) document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia, or
    - (iv) partnership agreement in the case of a partnership, a valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar arrangements,
- but a bidder or supplier who is a sole proprietor only needs to comply with the provisions of paragraph (a) to (d) as well as (f) to (i).
- f) Complete and submit a signed Bid Submission Form.
  - g) Complete and submit a Bid Securing Declaration Form.
  - h) Complete and submit a completed Self Declaration Form.
  - i) Complete and submit a Declaration in Respect of Exclusive Preference (where applicable), *(Kindly note that failure to complete and/or submit this document will not be grounds for disqualification)*

**NB!!** Certification of documents should be done 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).  
 Only documents with original certification stamps will be accepted.  
 Scanned copies of certified documents (in colour or black and white) are not accepted.  
 All copies of documents should be in black and white.  
 Certification of documents should not be older than 6 months

## 6. Bid Securing Declaration

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

## 7. Delivery

Delivery shall be seven (7) days after acceptance/issue of Purchase Order.

Deviation in delivery period shall be considered if such deviation is reasonable.

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

- If goods/items are in working condition.

- If goods/items are delivered with necessary guarantees.
- All defective goods/items to be replaced with immediate effect at the cost of bidder.

## **8. Sealing and Marking of Quotations**

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

## **9. Submission of Quotations**

Quotations should be deposited in the Quotation/Bid Box located at Procurement Management Unit Office, **Namibian Competition Commission, Head Office, Marien Ngoubi Street, Windhoek**, not later than ....., ... **February 2024 at 10h00 am**.

Quotations by post or hand delivered should reach Namibian Competition Commission, Head Office, by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

## **10. Opening of Quotations**

Quotations will be opened internally by the Namibian Competition Commission immediately after the closing time referred to in instruction 9 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, and the documents referred to in instruction 5 (a) to (e) will be posted on the website of the Namibian Competition Commission and available to any bidder on request within three working days of the Opening.

## **11. Evaluation of Quotations**

The Namibian Competition Commission 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.

## **12. 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 NACC'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.

## **13. Prices and Currency of Payment**

Prices shall be fixed in Namibian Dollars.

## **14. Margin of Preference**

- 14.1. The applicable margins of preference and their application methodology are as per the following table in this document:

MARGIN OF PREFERENCES WHEN EVALUATING BIDS FOR EXCLUSIVE PREFERENCE

- 14.2. Bidders applying for the Margin of Preference shall submit evidence, complete the applicable sections and sign at the bottom of the Declaration in Respect of Exclusive Preference Form in this document.

### **15. 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.

NACC, on its discretion, might extend the bid for future procurement of other related items for a period not exceeding 36 months.

### **16. Notification of Award and Debriefing**

The Namibian Competition Commission 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 Namibian Competition Commission 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)****If your quotation is not authorised, it will be rejected.***

Quotation addressed to:	<b>Namibian Competition Commission</b>
Procurement Reference Number:	<b>G/RFQ/NACC-23/23/24</b>
Subject matter of Procurement:	<b>Supply and Delivery of A SEDAN VEHICLE to NACC</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 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	

INSTRUCTIONS TO THE PUBLIC ENTITY				INSTRUCTIONS TO BIDDERS							
At time of preparation of the RFQ, Columns A to D shall be filled in by the Public Entity. [To be filled by the Public Entity]				<u>Bidders shall fill-in columns E - I and fill the total</u> E= mark with a *if an equivalent is quoted F= Rate per unit                      G=Total price for one item ( C x F) <ul style="list-style-type: none"> <li>If an equivalent is quoted, please attach to your quote appropriate technical information &amp; specification</li> <li>Bidders shall fill in and sign the bottom section of this page</li> </ul>							
A	B			C	D	E	F	G	H	I	
Item no.	Description of Goods			Quantity required	Unit of measures	*	Price per unit NAD <sup>1</sup>	Total price without VAT NAD	VAT: NAD	Delivery weeks) (days/month	Country of Origin
1.	<b>Vehicle specifications Sedan 1.8 XR HEV (66)</b>										
	<b>Convenience</b>	Air conditioner	Auto								
		Android Auto & Apple Carplay	Standard								
		Audio System	Display Audio								
		Bluetooth	Standard								
		Cruise Control	Standard Adaptive All Speed								
		Electric Windows	All One Touch								
		Front Seat Adjustment	Driver Power + Passenger Manual								
		Front Seat Vertical Adjuster	Driver Power + Passenger Manual								
		Light Remind Warning	Standard Buzzer & Auto cut-off								
		Multi-Information Display	Standard								
		Navigation System	Standard								



	Power Socket	Front-12V							
	Power Steering	Electric (EPS)							
	Rear Armrest	Standard 2 Cupholders							
	Reverse Camera	Display Audio							
	Seat Heater	Standard Driver and Passenger only							
	Seat Lumbar Support	Power							
	Speakers	Standard 6							
	Steering Switches	Standard Audio Telephone Adaptive Cruise Control Info Display Voice Command Lane Trace Assist							
	Sun Visor	Standard Lamp Mirror with Cover							
	Connect Enabled	Standard							
	USB Type	Type C 4PCs							
	Wireless Charger	Standard							
<b>Dimension and Capacities</b>	Front Overhang (mm)	935							
	Front Tread (mm)	1531							
	Fuel Tank Size (L)	43							
	Gross Combination Mass (GCM)	2245							
	Gross Vehicle Mass (GVM)	1845							
	Ground Clearance (mm)	150							
	Height (mm)	1455							
	Length	4630							
	Luggage Capacity (L)	470							
	Rear Overhang (mm)	995							
	Rear Tread (mm)	1547							
	Towing Capacity - Braked (kg)	400							

	Towing Capacity - Unbraked (kg)	400							
	Wheelbase (mm)	2700							
	Width (mm)	1780							
<b>Driver Support Systems</b>	Anti-Lock Braking System (ABS)	Standard							
	Blind Spot Monitor (BSM)	Standard with Rear Cross Traffic Alert Safe Exit Assist							
	Brake Assist (BA)	Standard							
	Electronic Brake Force Distribution (EBD)	Standard							
	Hill Assist Control (HAC)	Standard							
	Lane Keeping System	Standard Lane Trace Assist							
	Vehicle Stability Control (VSC)	Standard							
<b>Engine and Drivetrain</b>	Bore x Stroke (mm)	80.5x88.3							
	Driven Wheels	FWD							
	Engine capacity (litre)	1.8							
	Fuel System	Petrol Hybrid SFI							
	Maximum Power (KW @ r/min)	72 5200							
	Maximum Torque (Nm @ r/min)	142 3600							
	Number of Cylinders and Arrangement	Inline 4							
	Starting System	Push Start							
	Suspension (Front)	MacPherson – Strut							
	Suspension (Rear)	Double Wishbone							

		Total System output (KW)	103								
		Transmission	CVT								
Exterior Features		Daytime Running Light	Standard								
		Door Outside Handles	Colour Coded Smart Entry								
		Front Bumper	Colour Coded								
		Front Window Wiper	Rain sensing								
		Headlamp Levelling	Standard Manual								
		Headlights	Bi-LED Auto High Beam								
		Light Control System	Follow me home								
		Rear Bumper	Colour Coded								
		Rear Fog Lamp	Standard								
		Rear Lights	LED								
		Side Mirrors	Colour Coded Power Blind Spot Monitor (BSM) Heated								
	Interior Features		2nd Row Seats	60:40							
			Cupholders	Standard 2							
		Floor Carpet Trim	Carpet with Heel Pad								
		Front Personal Lamp	Standard LED								
		Meter Illumination Control	Standard Manual								
		Rear View Mirror	Electrochromatic (EC)								
		Seat Back Pockets	Standard Passenger only								
		Seat Trim	Partial Leather								
		Shift Lever & Knob	Leather								
		Steering Wheel	3 Spoke Leather								
Model Info			Body Type	Sedan							
			Seating Capacity	5							
			Trim Code 2	EB26 Black-Red							
Paint		Glacier White	Standard								
Performance		CO2 (g/km)	90								

		Fuel Consumption (Combined Cycle) (1/100km)	3.9								
		Top Speed (km/h)	180								
	<b>Safety</b>	Airbags	Side								
		Anti-Theft System	Horn Alarm + Immobiliser								
		Child Lock	Standard Rear door								
		Child Restraint System (ISOFIX)	Standard 2								
		Emergency Brake Signal	Standard								
		Front Brake	Ventilated Disc								
		Front Seat Belts	ELR								
		Parking Brake	Electric								
		Power Door Lock	Standard								
		Pre-Crash System (Brake Synchronised)	Standard								
		Rear Brake	Disc								
		Rear Seat Belts	Standard ELR								
		Rear Seat reminder	Standard								
		Seat Belt Warning	Front + Rear Buzzer + Light								
		Safety Sense	Standard								
		Wireless Door Lock	Standard Smart Entry								
	<b>Service and Warranty</b>	Hybrid Battery Warranty	8 Years / 195,000km								
		Service Interval	12 months / 15,000km								
		Service Plan	6 Services / 9000km								
		Warranty	3 Years / 100,000km								
	<b>Wheels &amp; Tyres</b>	Sapre Tyre	Full 205-55R16								
		Wheel and Tyre	205-55R16								

NAME:		POSITION:	SIGNATURE				DATE	
NAME OF BIDDER:		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/NACC-23/23/24**

*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:**

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>
<b>1</b>	<b><u>Vehicle specifications Sedan 1.8 XR HEV (66)</u></b>				
	<b>Convenience</b>	Air conditioner	Auto		
		Android Auto & Apple Carplay	Standard		
		Audio System	Display Audio		
		Bluetooth	Standard		
		Cruise Control	Standard Adaptive All Speed		
		Electric Windows	All One Touch		
		Front Seat Adjustment	Driver Power + Passenger M		
		Front Seat Vertical Adjuster	Driver Power + Passenger M		

Item No	Technical Specification Required			Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*			C	D
		Light Remind Warning	Standard Buzzer & Auto cut-off		
		Multi-Information Display	Standard		
		Navigation System	Standard		
		Power Socket	Front-12V		
		Power Steering	Electric (EPS)		
		Rear Armrest	Standard 2 Cupholders		
		Reverse Camera	Display Audio		
		Seat Heater	Standard Driver and Passenger only		
		Seat Lumbar Support	Power		
		Speakers	Standard 6		
		Steering Switches	Standard Audio Telephone Adaptive Cruise Control Info Display Voice Command Lane Trace Assist		
		Sun Visor	Standard Lamp Mirror with Cover		
		Connect Enabled	Standard		
		USB Type	Type C 4PCs		
		Wireless Charger	Standard		
	<b>Dimension and Capacities</b>	Front Overhang (mm)	935		
		Front Tread (mm)	1531		
		Fuel Tank Size (L)	43		
		Gross Combination Mass (GCM)	2245		

Item No	Technical Specification Required			Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*			C	D
		Gross Vehicle Mass (GVM)	1845		
		Ground Clearance (mm)	150		
		Height (mm)	1455		
		Length	4630		
		Luggage Capacity (L)	470		
		Rear Overhang (mm)	995		
		Rear Tread (mm)	1547		
		Towing Capacity - Braked (kg)	400		
		Towing Capacity - Unbraked (kg)	400		
		Wheelbase (mm)	2700		
		Width (mm)	1780		
	<b>Driver Support Systems</b>	Anti-Lock Braking System (ABS)	Standard		
		Blind Spot Monitor (BSM)	Standard with Rear Cross Traffic Alert Safe Exit Assist		
		Brake Assist (BA)	Standard		
		Electronic Brake Force Distribution (EBD)	Standard		
		Hill Assist Control (HAC)	Standard		
		Lane Keeping System	Standard Lane Trace Assist		



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>
		Vehicle Stability Control (VSC)	Standard		
	<b>Engine and Drivetrain</b>	Bore x Stroke (mm)	80.5x88.3		
		Driven Wheels	FWD		
		Engine capacity (litre)	1.8		
		Fuel System	Petrol Hybrid SFI		
		Maximum Power (KW @ r/min)	72 5200		
		Maximum Torque (Nm @ r/min)	142 3600		
		Number of Cylinders and Arrangement	Inline 4		
		Starting System	Push Start		
		Suspension (Front)	MacPherson - Strut		
		Suspension (Rear)	Double Wishbone		
		Total System output (KW)	103		
		Transmission	CVT		
	<b>Exterior Features</b>	Daytime Running Light	Standard		
		Door Outside Handles	Colour Coded Smart Entry		
		Front Bumper	Colour Coded		
		Front Window Wiper	Rain sensing		
		Headlamp Levelling	Standard Manual		
		Headlights	Bi-LED Auto High Beam		

Item No	Technical Specification Required			Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*			C	D
		Light Control System	Follow me home		
		Rear Bumper	Colour Coded		
		Rear Fog Lamp	Standard		
		Rear Lights	LED		
		Side Mirrors	Colour Coded Power Blind Spot Monitor (BSM) Heated		
	<b>Interior Features</b>	2nd Row Seats	60:40		
		Cupholders	Standard 2		
		Floor Carpet Trim	Carpet with Heel Pad		
		Front Personal Lamp	Standard LED		
		Meter Illumination Control	Standard Manual		
		Rear View Mirror	Electrochromatic (EC)		
		Seat Back Pockets	Standard Passenger only		
		Seat Trim	Partial Leather		
		Shift Lever & Knob	Leather		
		Steering Wheel	3 Spoke Leather		
	<b>Model Info</b>	Body Type	Sedan		
		Seating Capacity	5		
		Trim Code 2	EB26 Black-Red		
	<b>Paint</b>	Glacier White	Standard		
	<b>Performance</b>	CO2 (g/km)	90		
		Fuel Consumption (Combined Cycle) (1/100km)	3.9		
		Top Speed (km/h)	180		
	<b>Safety</b>	Airbags	Side		

Item No	Technical Specification Required			Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*			C	D
		Anti-Theft System	Horn Alarm + Immobiliser		
		Child Lock	Standard Rear door		
		Child Restraint System (ISOFIX)	Standard 2		
		Emergency Brake Signal	Standard		
		Front Brake	Ventilated Disc		
		Front Seat Belts	ELR		
		Parking Brake	Electric		
		Power Door Lock	Standard		
		Pre-Crash System (Brake Synchronised)	Standard		
		Rear Brake	Disc		
		Rear Seat Belts	Standard ELR		
		Rear Seat reminder	Standard		
		Seat Belt Warning	Front + Rear Buzzer + Light		
		Safety Sense	Standard		
		Wireless Door Lock	Standard Smart Entry		
	<b>Service and Warranty</b>	Hybrid Battery Warranty	8 Years / 195,000km		
		Service Interval	12 months / 15,000km		
		Service Plan	6 Services / 9000km		
		Warranty	3 Years / 100,000km		
	<b>Wheels &amp; Tyres</b>	Sapre Tyre	Full 205-55R16		
		Wheel and Tyre	205-55R16		

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>

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 were 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 were modified by the Special Conditions below.

#### SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **G/RFQ/NACC-23/23/24**

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>Namibian Competition Commission</b>
<b>Site</b> <b>GCC 1.1(m)</b>	The Site/final destination for delivery of the Goods is <b>Namibian Competition Commission, Head Office, Marien Ngoubi Street, Windhoek</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>	Any notice shall be sent to the following addresses: For NACC, the address and the contact name shall be: <b>Namibian Competition Commission, Head Office, Marien Ngoubi Street, Windhoek</b> For the Supplier, the address and contact name shall be: _____
<b>Delivery and Documents</b> <b>GCC 13.1</b>	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;
<b>Price Adjustment</b> <b>GCC 15.1</b>	The price charge for the Goods supplied and the related Services performed shall not be adjustable.  If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used
<b>Terms of Payment</b> <b>GCC 16.1</b>	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

Subject and GCC clause reference	Special Conditions
<b>Terms of Payment GCC 16.3</b>	Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.
<b>Terms of Payment GCC 16.4 (a)</b>	The price shall be adjustable to the fluctuation in the rate of exchange.
<b>Performance Security GCC 18.1</b>	(i) No performance security is required

#### 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:

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

$$a+b+c = 1$$

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:

- (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 2

## 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.: G/RFQ/NACC-23/23/24**

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Securing Declaration		
Self-Declaration		
Written Undertaking Form		
Mandatory Documents		



**BID SECURING DECLARATION**  
**(Section 45 of Act)**  
**(Regulation 37(1)(b) an 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**

**SELF-DECLARATION FORM****PROCUREMENT REFERENCE NO: G/RFQ/NACC-23/23/24****Title**

I/We the undersigned declare that:

1. I / we are not blacklisted by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission;
2. I/ we are not blacklisted by African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group;
3. I/ we will submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment;
4. I/ we will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;
5. I/ we have not sought, attempted to obtain or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2024

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

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

AN UNDERTAKING ON THE PART OF THE BIDDER FORM



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour Act, 2007 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.*

### DECLARATION IN RESPECT OF EXCLUSIVE PREFERENCE

Paragraph 9(3) and Annexure 6 of the Code of Good Practice on Preferences Referred to in Section 71 and 72 of Public Procurement Act, 2015

*Bidder must tick the appropriate box to indicate the category under which it has made a declaration.*

#### 1. Manufacturer

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
1	Manufacturer	- Cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant (please refer to code of good practice for above stated annexures)	Yes	
			No	

If yes, please complete the part below, including the cost structure form. The form maybe reproduced, but it should be in the same format or reflect the whole information on it.

#### Manufacture's Declaration in Terms of Paragraph 9(3) and Annexure 6 of the Code of Good Practice

I/We hereby declare that the manufactured goods meet the local content as determined in Annexure 1 of Code of good practice, as per the cost structure for Value Added Calculation.

The Local Value-Added amounts to: N\$\_\_\_\_\_

**NB: The cost structure reflecting the above amount must be attached to the bid for reference.** (See last attachment)

#### 2. Micro, Small and Medium Enterprises

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
2	Micro, Small and Medium Enterprise	- certified copy of SME registration certificate	Yes	
			No	

If yes, percentage indicating Namibian MSME ownership	
---	--

#### 3. Women Owned Enterprise

CATEGORIES OF BIDDERS	DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK

3	Women owned enterprise	<ul style="list-style-type: none"> <li>- Certified copy of identity documents (IDs) of all stakeholders</li> <li>- Certified copy of: founding statement and/or company registration indicating ownership structure and/or copy of shareholder certificate</li> </ul>	Yes	
			No	

If yes, percentage equity owned by Namibian women	
---	--

#### 4. Youth Owned Enterprise

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
4	Youth owned enterprise	<ul style="list-style-type: none"> <li>- Certified copy of identity documents (IDs) of all stakeholders</li> <li>- Certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate</li> </ul>	Yes	
			No	

If yes, percentage equity owned by Namibian youths	
--	--

#### 5. Previously Disadvantaged Person owned Enterprise.

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
5	Previously Disadvantaged Person owned enterprise	<ul style="list-style-type: none"> <li>- Certified copy of identity documents (IDs) of all stakeholders</li> <li>- Certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate</li> </ul>	Yes	
			No	

If yes, percentage equity owned by previously disadvantaged Namibians	
---	--

#### 6. Suppliers Providing Environmental Protection

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
6	Suppliers providing environmental protection	<ul style="list-style-type: none"> <li>- Evidence that the bidder promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources</li> </ul>	Yes	
			No	

If yes, bidder must provide evidence or elaborate on any initiatives to protect the environment, maintain ecosystems and the sustainable use of natural resources.

### 7. Suppliers Providing Employment to Namibians

CATEGORIES OF BIDDERS		DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)	TICK	
7	Suppliers providing employment to Namibians	<ul style="list-style-type: none"> <li>- Declaration that the bidder employs 50% or more Namibian citizens</li> <li>- Certified copies of Namibian citizens employed by the bidder</li> </ul>	Yes	
			No	

If yes, kindly provide an organogram indicating the total number of employees. In addition, provide a list of all Namibians with proof of identifications.

**ANNEXURE 1**  
**COST STRUCTURE FOR VALUE ADDED CALCULATION**  
(Paragraph 1)

	<b>Product 1</b>	<b>Product 2</b>
	N\$	N\$
<b>Raw Materials, Accessories and Components</b>		
• Imported (CIF)		
• Local (Value Added Tax and Excise Duty Fee)		
• Local (Cost, Insurance, Freight)		
<b>Labour Cost</b>		
• Direct Labour		
• Clerical Wages		
• Salaries to Management		
<b>Utilities</b>		
• Electricity		
• Water		
• Telephone		
<b>Depreciation</b>		
<b>Interest on Loans</b>		
<b>Rent</b>		
<b>Other (please specify)</b>		
<b>TOTAL COST</b>		
<b>COST OF IMPORTED INPUTS</b>		
LOCAL VALUE ADDED		
<b>% LOCAL VALUE ADDED</b>		

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

**NB! The cost structure must be certified by an Accountant.**

This form maybe reproduced, but it should be in the same format or reflect the whole information on it.

I/We\* hereby declare that the information provided above outlines the preferences that I/We\* qualifies for, and that the information provided is correct



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

Name: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**BID EVALUATION CRITERIA****SUPPLY AND DELIVERY OF IT EQUIPMENT TO NACC–  
G/RFQ/NACC-23/23/24****1. Evaluation Method**

The Least Cost and Acceptable Quality Selection Method (as defined in the Public Procurement Act section 27(b) (iv) will be applied for this Request for Proposal.

**2. Evaluation Process**

The proposal will be evaluated according to the method stated in the Letter of Invitation.

**2.1. Stage 1: Evaluation of Mandatory Requirements**

The table below will be used for evaluation of the first stage. Consultants shall comply with all the criteria listed in the table below for further evaluation. All certifications are to be done by a **Commissioner of Oath**.

**NB: Copies of certified copies will not be accepted. Please ensure all relevant documentation is original certified copies.**

<b>Stage 1: Preliminary Evaluation</b>			
<b>2.1.1 Mandatory Requirements</b>			
<b>Criteria</b>	<b>Yes/Pass</b>	<b>No/Fail</b>	<b>Supporting Document</b>
Certified copy of valid registration certificate or relevant registration documentation as outlined in this document			Certified copy of document/s stated in paragraph 5(e))
An original or certified copy of a valid certificate of good standing with the Receiver of Revenue.			Certificate of good standing
A valid certificate 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			Certificate of good standing or confirmation letter
Affirmative action compliance: <ul style="list-style-type: none"> <li>- Certified copy of certificate, or</li> <li>- Certified copy exemption, or</li> <li>- Certified copy of proof.</li> </ul>			Affirmative action compliance certificate/exemption/proof as stated

Completed Undertaking in terms of section 138 of the Labour Act			Completed form in bidding document
Completed Bid Submission Form			Form in bidding document
Completed Bid Securing Declaration Form			Form in bidding document
Completed Self Declaration Form in respect of eligibility criteria			Form in bidding document
Completed Declaration in respect of Exclusive Preference (where applicable)			Form in bidding document

Bidders who fully comply with Stage 1: Preliminary Evaluation, will be further evaluated for financial compliance in Stage 2.

## **2.2. STAGE 2: Financial Evaluation**

The lowest Price from the compliant Bids will be recommended for award.

## **2.3. Margin of Preference**

In terms of the Code of Good Practice on Preferences, margin of preference means a percentage of price preference given to a bidder who meets the specified criteria as determined.

This code of good practice aims to promote, facilitate, and strengthen measures to implement the empowerment and industrialization policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for the money, grant exclusive preference to categories of local suppliers through reservations of certain procurement of goods and, works and services.

The maximum cumulative allowable margins of preferences applicable to exclusive preference for price evaluation purposes is 10%.

A bidder must complete and sign the declaration in respect of exclusive preference included in this document above, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

Margins of preferences will be applied, as per Annexure 6 of the Code of Good Practice, as follows on the total cost in the price schedule:

### MARGIN OF PREFERENCES WHEN EVALUATING BIDS FOR EXCLUSIVE PREFERENCE

CATEGORIES OF BIDDERS	DEFINITION / CRITERIA (in terms of code of good practice on preferences)	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)
Manufacturer	means a person or company that is involved in the physical or chemical transformation of materials or components into new products whether or not – a) the transformation is through work- i) performed by a power-driven machine or by hand, ii) done in a home or factory, or b) the new products are sold on wholesale or retail basis	2%	<ul style="list-style-type: none"> <li>- certificate of registration from a registering authority</li> <li>- declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant</li> <li>- (please refer to code of good practice for above stated annexures)</li> </ul>
Micro, Small and Medium Enterprise	means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51% owned by Namibians	1%	<ul style="list-style-type: none"> <li>- certified copy of SME registration certificate</li> <li>- declaration indicating the percentage of Namibian MSME ownership (kindly use structure of form)</li> </ul>
Women owned enterprise	a bidder who is a woman or whose minimum equity is 51% owned by Namibian women	1%	<ul style="list-style-type: none"> <li>- certified copy of identity documents (IDs) of all stakeholders</li> <li>- certified copy of: founding statement and/or company registration indicating ownership structure and/or copy of shareholder certificates</li> <li>- declaration indicating the percentage of Namibian female ownership</li> </ul>
Youth owned enterprise	“youth” means a young person aged from 16 to 35 years old as defined in section 1 of the National Youth Council Act, 2009 (Act No.3 of 2009) a bidder who is a youth or whose minimum equity is 51% owned by Namibian youths	2%	<ul style="list-style-type: none"> <li>- certified copy of identity documents (IDs) of all shareholders</li> <li>- certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate</li> <li>- declaration indicating the percentage of Namibian youth ownership</li> </ul>

X

Previously Disadvantaged Person owned enterprise	means persons contemplated in Article 23(2) of the Namibian Constitution and includes – a) women; and b) persons with any disability as defined in the National Disability Act, 2004 (Act No. 26 of 2004)  a bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs	2%	- certified copy of identity documents (IDs) of all shareholders
			- certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificates
			- declaration indicating the percentage of Namibian PDP ownership
persons within Namibia who have been socially, economically, or educationally disadvantaged by past discriminatory laws or practices as contemplated in Article 23(2) of the Namibian Constitution			
Suppliers providing environmental protection	a bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document	1%	- declaration by the bidder that the latter deals with environmental protection
Suppliers providing employment to Namibians	a bidder who employs 50% or more Namibian citizens	1%	- declaration that the bidder employs 50% or more Namibian citizens
			- certified copies of Namibian citizens employed by the bidder
TOTAL		10%	