

Civic Centre · Nangolo Mbumba Drive · Private Bag 5017 · Walvis Bay · Namibia Phone +264 (0)64 201 3111 · Fax +264 (0)64 204 528 · www.walvisbaycc.org.na

Request for Sealed Quotations (Goods)

Supply and delivery of a Yamaha Stagepas 400BT Portable PA System to the Office of the Mayor

Name of Bidder:	
Contact Number(s):	
Postal address:	
E-mail address:	
Total Bid Amount (VAT exclusive):	N\$
Total Bid Amount (VAT inclusive):	N\$

Procurement Reference No: G/RFQ/MWB-09/2024



Municipality of Walvis Bay

Civic Centre · Nangolo Mbumba Drive · Private Bag 5017 · Walvis Bay · Namibia Phone +264 (0)64 2013111 · Fax +264 (0)64 204528 · www.walvisbaycc.org.na

Letter of Invitation

To: All Potential Bidders

Request for Quotations: Supply and delivery of a Yamaha Stagepas 400BT Portable PA System to the Office of the Mayor (G/RFQ/MWB-09/2024)

The Municipality of Walvis Bay 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.

Please prepare and submit your quotation in accordance with the instructions given and submit your bid not later than 11h00 on Tuesday, 27 May 2025.

For any enquiries, please contact the following staff members (via the e-mail: procurement@walvisbaycc.org.na) or telephonically:

Ms. Lelanie Coetzee, (064) 201 3268

Yours faithfully,

Secretary: Procurement Committee



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The [*Public Entity*] 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 Security/Bid Securing Declaration [Public Entity to select as appropriate]*;
- (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 ensure that your bid complies to the following mandatory requirements:

	Description
1	Certified copy of a valid Certificate of Good Standing for Procurement Purposes, issued by
	NAMRA.
2	Certified copy of a valid Affirmative Action Compliance Certificate (issued in terms of Section
	42 of the Affirmative Action (Employment) Act 29 of 1998, as amended); or Letter from the
	Employment Equity Commission (letter should be on letterhead, stamped and signed by the EEC).
3	Certified copy of a valid Good Standing Certificate with the Social Security Commission, issued
	within 30 days before closing date of submission of bid.
4	Certified Copy of the Close Corporation Certificate (issued in terms of Act 26 of 1988) or
	Founding Statement or any other relevant Company Registration Certificate. These Certificates
	should clearly indicate the goods/services that the Supplier/Bidder is registered to render.
5	A written 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;

6	Certified copy of the Good Standing Certificate from BIPA (if applicable).
7	All pages of the bidding document should be fully completed, initialled and principal business should
	be in line (Office equipment or IT related).
8	Attach proof of confirmation of account from a Namibian Banking Institution, issued within the
	past 6 months with date stamp.
9	Bidders with more than two Awards / Purchase Orders pending / outstanding, with the Municipality
	of Walvis Bay, will not be considered.
10	Bidders with records of poor service delivery, turning down of awards/purchase orders with The
	Municipality of Walvis Bay will not be considered.
11	Attached an original or certified copy of proof of one (1) reference letter/ completion certificate of
	rendering similar services/delivering similar goods.

5. Bid Security/Bid Securing Declaration

Bidders are required to *submit a Bid Securing Declaration* for this procurement process. The Bidder shall furnish as part of its quotation, a Bid Securing Declaration as per the format contained in Appendix to Quotation Letter of this document.

6. Delivery

Delivery shall be 14 days after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted.

7. Sealing and Marking of Quotations

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

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at 1st floor, Municipality of Walvis Bay, Civic Centre, Nangolo Mbumba Drive, not later than 11h00 on Tuesday, 27 May 2025. Quotations by post or hand delivered should reach by the same date and time at latest. Late quotations will be rejected. All Bidders should ensue that, posted and couriered bid documents reach the Municipality before the closing date and time. The Municipality will not be held liable for delays caused by courier companies and/or individuals sent to submit documents on behalf of bidders. 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 Security/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 and any other literature 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 be fixed in Namibian Dollars (NAD / N\$).

13. Margin of Preference

- 13.1. The applicable margins of preference and their application methodology are as follows: N/A
- 13.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of: N/A

14. Award of Contract

The Bidder having submitted the lowest evaluated substantial responsive bid 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. The Public Entity reserves the right to increase / decrease the quantity at the award and/or order stage. For bids in Lots, the Municipality reserves the right to award all lots to one bidder or divide Lots to various bidders.

15. Notification of Award and Debriefing

The Public Entity shall after award of contract promptly inform all unsuccessful bidders by posting the Executive Summary or 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 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: [name of Public Entity]	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to supply the items listed in the attached List of Goods and Price Schedule as per the defined specifications, *except for the qualified deviations* [Bidder may delete this phrase in case of no deviation] and, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instruction to Bidders.

We undertake to abide ethical conduct during the procurement process and the execution of any resulting contract.

We have read and understood the content of the *Bid Security / Bid Securing Declaration* (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to [forfeiture of the security amount / disqualification on the grounds mentioned in the BD].

The validity period of the Quotation is 60 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 Aut	horising 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:	
Procu	rement Ref No.:
To: _	
[inser	rt complete name of Public Entity and address]
	understand that in terms of section 45 of the Act a public entity must include in the g document the requirement for a declaration as an alternative form of bid security.
I/We* event	accept that under section 45 of the Act, I/we* may be suspended or disqualified in the 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.
	understand this bid securing declaration ceases to be valid if I am/We are* not the sful Bidder
Signed [insert	d: t signature of person whose name and capacity are shown]
Capac	ity of:
[indice	ate legal capacity of person(s) signing the Bid Securing Declaration]
Name	
[inser	rt complete name of person signing the Bid Securing Declaration]
Duly	authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on	day of	,	
[insert date of signing]			

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

*delete if not applicable / appropriate



Republic of Namibia

Ministry of Justice and Labour Relations

Written undertaking in terms of Section 138 of the Labour Act, 2007 (Act No. 11 of 2007) and Section 50(2)(d) of the Public Procurement Act, 2015 (Act No. 15 of 2015)

1. EMPLOYERS DETAILS

Company Trade Name:		
Registration Number:		
Vat Number:		
Industry/Sector:		
Place of Business:		
Physical Address:		
Telephone Number:		
Cellphone:	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
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, 2007 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(s) as stipulated in Section 138 of the Labour Act, 2007, which includes (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: Supply and delivery of a Yamaha Stagepas 400BT Portable PA System to the Office of the Mayor

Procurement Ref No. G/RFQ/MWB-09/2024

	INSTRUCTIONS TO THE PUBLIC ENTITY		INSTRUCTIONS TO BIDDERS						
At time of preparation of the RFQ, Columns A to D shall be filled in by		Bidders shall fill-in columns E - I and fill the total E= mark with a *if an equivalent is quoted							
	the Public Entity. [To be filled by the Public Entity]						v F) If an equiva	lant is quoted	please attach to your
	[10 be fined by the 1 ubite Entity]		quote appropria					ient is quoted,	please attach to your
			1 11 1				ion of this page		
A	В		С	D	Е	F	G	Н	I
Item	Description of Goods		Quantity	Unit of	*	Price per	Total price	VAT:	Total price with
no.	-		required	measure		unit	without VA7	Γ NAD	VAT
			1	ment		NAD^1	NAD		
1.	Yamaha Stagepas 400BT Portable PA Syste	m	1	Each					
Total price (exclud		iding VAT)							
							• `	,	
						То	tal price (inclu	iding VAT)	
NAME	₹:	POSITION:		SIGNAT	URF	7.		DATE	
1 11 11 11	•			2201,121	0112	•			
NAME	E OF BIDDER:	ADDRESS:							
IVAIVII	OF BIDDER.	ADDRESS.							
	1. If Price quoted is subject to char	ige in rate of exc	change at the t	ime of deliv	ery o	of goods pro	ovide details h	ereunder:	
	Currency: <u>NAD</u> Ex	change Rate: _	D	elivery Peri	od: _	14 days	Count	ry of Origin:	
	If no base rate of exchange is given,	the price shall b	e treated as fi	rm in Nami	bian	Dollars for	all intent and p	ourpose.	
	Key notes: NA =NOT APPLICAB	LE, NQ =NO O	UOTE						
,	Yamaha Stagepas 400BT Portable PA System			1			Each		

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.]

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Duag	war and Dafanan as Namah an		I DIMITOR SHEET
	urement Reference Number:		
sto sp	Ridders should complete columns C of and its and its and ecification required. Attach detait ecification offered in the signature bl	l give details of any no led technical literature	n-compliance/deviation to th
Item No	Technical Specification Required	Compliance of Specification Offer	ed Details of Non-Compliand Deviation (if applicable)
<i>A</i> *	<i>B</i> *	С	D
1.	Yamaha Stagepas 400BT Portable PA System		
	umns A and B to be completed by Public En		
Name	e:	Signature:	
Posit	ion:	Date:	
Auth	orised 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:
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: [insert complete legal name of the Public entity]
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is
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 [Public Entity], the address and the contact name shall be: 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:

Subject and GCC clause reference	Special Conditions
Delivery and Documents GCC 13.1	The Goods are to be delivered within days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note;
Price Adjustment GCC 15.1	The price charge for the Goods supplied and the related Services performed [insert "shall" or "shall not" as appropriate] 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 "shall" "shall not be" 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.
	ii) An interest rate of [insert percentage] is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.
Performance Security GCC 18.1	 (i) No performance security is required*or (ii) A performance security in the form of a bank guarantee representing [insert percentage from the following range: 10-15%] of the final contract price shall be required.* * Delete as appropriate
Discharge of Performance Security GCC 18.4	The performance security will be discharged and returned to the supplier not later than [insert number of days] following completion date.
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be:

Subject and GCC clause reference	Special Conditions
Insurance GCC 24.1	[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]
Transportation GCC 25	The Goods shall be delivered: [Incoterm for transportation].
Inspection and Test GCC 26.1	The inspection and tests shall be: [insert nature, frequency, procedures for carrying out the inspections and test]
Location of Inspection and Tests GCC 26.2	The inspections and tests shall be conducted at: [insert names(s) of locations(s)]
Liquidated Damages GCC 27.1	Liquidated damages for the whole contract are [insert percentage of the final contract price] per day. The maximum amount of liquidated damages for the whole contract is [insert percentage 4-10%] of the final contract price.
Warranty GCC 28.3	The period of validity of the warranty shall be: [insert number] day(s) For the purpose of the Warranty, the place(s) of the final destination(s) shall be: [insert names(s) of location(s)
	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
Repair and Replacement GCC 28.5	The period for repair or replacement shall be: [insert number] day(s)