



# Otjozondjupa Regional Council



Tel: (067) 303702/303619/304168  
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P.O. Box 168  
Otjiwarongo  
Namibia

## Request for Sealed Quotations For Goods

**Procurement Reference No:  
G/RFQ/OTRCMT-06/2024/2025**

### **DESCRIPTION OF GOODS**

**SUPPLY AND DELIVERY OF CARTRIDGES AND PRINTER FOR OTJOZONDJUPA  
MAINTENANCE OFFICE.**

Name of Bidder: .....

Contact Number of Bidder: .....

Email Address of Bidder: .....

Authorized Representative: .....

Total price: .....

Signature: .....

***Closing Date & Time: 14th March 2025; 10h00***

**Procurement Management Unit  
Otjozondjupa Regional Council  
P.O. Box 1682  
Otjiwarongo  
Namibia**



# Otjozondjupa Regional Council



Tel: 067-303702  
Fax: 067-302760/302742

P.O. Box 1682  
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## Letter of Invitation

**Bidder's name** .....

**Contact number** .....

**PROCUREMENT REFERENCE NO: G/RFQ/OTRCMT-006/2024/2025**

Dear Sir/Madam

The **Otjozondjupa Regional Council** invites you to submit your best quote for the items described in detail in the bidding document hereunder.

**SUPPLY AND DELIVERY OF CARTRIDGES AND PRINTER FOR THE MAINTENANCE FFICE.**

Please prepare and submit your quotation on or before **14 March 2025, 10h00** in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Any resulting contract shall be subject to the terms and conditions referred to in the bidding document.

Queries, if any, should be addressed to **Mr.L.Tjvikua** via email to [ltjvikua.maint@otjozondjuparc.gov.com](mailto:ltjvikua.maint@otjozondjuparc.gov.com)

Yours Faithfully

**MRS S.M.K. TUAHUKU**  
**HEAD: PROCUREMENT MANAGEMENT UNIT.**

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

### **1. Rights of Public Entity**

**Otjzondjupa Regional Council** reserves the right:

- (a) To accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.
- (b) To return all the products that does not meet the standard and such products to be replaced at the cost of the supplier.

### **2. Preparation of Quotations**

You are requested to quote for the goods 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 Priced Activity Schedule in Section IV;
- (c) the Specifications and Performance Standards in Section V; and
- (d) any other attachment as deemed appropriate.

You are advised to carefully read the complete Request for Quotations document, including the Contract Data Sheet 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 for **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 certified copy of Founding Statement for any of the followings:

- i. *an entity incorporated or registered under the company or close corporation laws in Namibia;*
  - ii. *co-operative registered under the laws regulating co-operatives in Namibia;*
  - iii. *document serving as of registration as a Trust and Trust deed for a trust registered under laws regulating trusts in Namibia;*
- (b) have valid original or certified copy of Good Standing Tax Certificate;
- (c) have valid original or certified copy of Good Standing Social Security Certificate;
- (d) have a valid certified copy of Affirmative Action Compliance Certificate or proof from Employment Equity Commissioner that bidder is not a relevant employer or exemption issued in terms of Section 42 of the Affirmative Action
- (e) have or sign a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (f) sign the Bid Securing Declaration
- (g) Sign/Initial the whole document.

#### **5. Bid Securing Declaration**

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

#### **6. Delivery**

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

The following test/s and inspections will be conducted on the goods at delivery:

- a) Inspect goods according to technical specifications; and**
- b) Verification of quantities.**

All products that do not meet the standard shall be returned and be replaced at the cost of the supplier.

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

Quotations should be sealed in a single envelope, clearly marked with the **Procurement Reference Number** and addressed to The **Secretary; Otjondjupa Regional Council Procurement Committee; P.O. Box 1682; Otjivarongo**; with the Bidder's name and contact number at the back of the envelope.

#### **8. Submission of Quotations**

Quotations should be deposited in the Bid Box located at **Otjozondjupa Regional Council's head Quarters at 22 Henk Willems Street, Otjiwarongo; new building ground floor, block B** not later than **14<sup>th</sup> March 2025 at 10h00**. Bids by post should reach Otjozondjupa Regional Council; by the same date and time at latest. Late bids will be rejected and returned to the bidder unopened. Bids received by e-mail or fax will not be considered.

#### **9. Opening of Quotations**

Bids will be opened internally by the OTRC immediately after the closing time referred to in **section 8** above. Bidders or their representatives may attend the Bid Opening if they choose to do so.

#### **10. Evaluation of Quotations**

Otjozondjupa Regional Council shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost to determine the lowest evaluated quotation.

#### **11. Scope of Goods and Performance Standards**

The Scope of Good, Specifications and Performance standards detailed in Sections III and V are to be complied with.

#### **12. Price and Currency of Payments**

Quotations shall be fixed in Namibian Dollars and all payments will be made in this currency. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services, and shall include all duties. The whole cost of performing the services shall be included in the items stated, and the cost of any incidental services shall be deemed to be included in the prices quoted.

#### **13. Labour Clause**

In order to qualify for award of the Contract, bidders shall subscribe to the undertaking that the salaries and wages to be paid in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide to the sub-clause 4.6 of the General Conditions of Contract, if it is awarded the contract or part thereof.

**14. Award of Contract**

The Bidder having submitted the substantially responsive bid and qualified to perform the service shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order

**15. Notification of Award and Debriefing**

Otjozondjupa Regional Council shall after award 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 Otjozondjupa Regional Council shall attend to all requests for debriefing made in writing within seven days (7) days of the unsuccessful bidders being informed of the award.

**16. Terms of payment**

Payment will be made after delivery of goods upon presentation, by the supplier, of the signed Purchase Order and Invoice; within thirty (30) days.

**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 Priced Activity Schedule 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:	<b>Otjzondjupa Regional Council</b>
Procurement Reference Number:	<b>G/RFQ/OTRCMT-06/2024/2025</b>
Subject matter of Procurement:	<b>SUPPLY AND DELIVERY OF CARTRIDGES AND PRINTER FOR THE MAINTENANCE FFICE.</b>

I/We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

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

I/We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

I/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. I/We further understand that this subscription will lead to the disqualification on the grounds mentioned in the BDS]

The validity period of our Quotation is \_\_\_\_\_ days *[insert number of days]* from the date of the bid submission deadline.

I/We confirm that the prices quoted in the Priced Activity 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.

Works will commence within \_\_\_\_\_ *[insert number]* days from date of issue of Purchase Order/ Letter of Acceptance and signing the contract agreement.

**Quotation Authorised by:**

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./E-mail	

Appendix to Quotation Letter

BID SECURING DECLARATION
(Section 45 of Act)
(Regulation 37(1)(b) and 37(5))

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

Procurement Ref No.: G/RFQ/OTRCMT-006/2024/2025

To: OTJOZONDJUPA REGIONAL COUNCIL-DIVISION OF MAITENACNE AND TECHNICAL SERVICES

I/We\* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We\* accept that under section 45 of the Act, I/we\* may be suspended or disqualified in the event of

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We\* be successful bidder; or
(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

I/We\* understand this bid securing declaration ceases to be valid if I am/We are\* not the successful Bidder

Signed: .....
[insert signature of person whose name and capacity are shown]

Capacity of:
[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name: .....
[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_
[insert date of signing]

Corporate Seal (where appropriate)

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

\*delete if not applicable / appropriate





**Republic Of Namibia**

**Ministry of Labour, Industrial Relations and Employment Creation**

**Witten undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015**

**1. EMPLOYERS DETAILS**

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

## 2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

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

## 3. UNDERTAKING

I ..... *[insert full name]*, owner/representative

of .....*[insert full name of company]*

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

1. *A labour inspector may conduct unannounced inspections to assess the level of compliance*
2. *This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

### SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: Supply and delivery of cartridges and toners for the Ojjozondjupa Maintenance Office  
Procurement Ref No. G/RFQ/OTRCMT-006/2024/2025

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]		Bidders shall fill-in columns E - I and fill the total E= mark with a * if an equivalent is quoted F= Rate per unit G=Total price for one item ( C x F) • If an equivalent is quoted, please attach to your quote appropriate technical information & specification • Bidders shall fill in and sign the bottom section of this page							
A Item no.	B Description of Goods	C Quantity required	D Unit of measure	E *	F Price per unit NAD <sup>1</sup>	G Total price without VAT NAD	H VAT: NAD	I Delivery weeks) (days/month	Country of Origin
1.	HP 05A Black Original LaserJet Toner cartridge (2,300 pages)	40	EA						
2.	HP 26A Black Original LaserJet Toner Cartridge (3,100 pages)	10	EA						
3.	HP 80A Black Original LaserJet Toner Cartridge (2,560 pages)	9	EA						
4.	HP 305A Black Original LaserJet Toner Cartridges (2,090 pages)	2	EA						
5.	HP 305A Cyan Original LaserJet Toner Cartridges (2,600 pages)	1	EA						
6.	HP 305A Yellow Original LaserJet Toner Cartridges (2,600 pages)	1	EA						
7.	HP 305A Magenta Original LaserJet Toner Cartridges (2,600 pages)	1	EA						
8.	HP 415A Black LaserJet Toner Cartridges (2,400 pages)	2	EA						
9.	HP 415A Cyan LaserJet Toner Cartridges (2,100 pages)	2	EA						

10.	HP 415A Yellow LaserJet Toner Cartridges (2,100 pages)	2	EA						
11.	HP 415A Magenta LaserJet Toner Cartridges (2,100 pages)	2	EA						
12.	4 in 1 colour printer	1	EA						
NAME:		POSITION:		SIGNATURE		DATE			
NAME OF BIDDER:		ADDRESS:							

**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**

Procurement Reference Number: **G/RFQ/OTRCMT-006/2024/2025**

*[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.]*

<b>Item No</b>	<b>Technical Specification Required</b>	<b>Compliance of Specification Offered</b>	<b>Details of Non-Compliance/ Deviation (if applicable)</b>
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1	HP 05A Black Original LaserJet Toner cartridge (2,300 pages)		
2	HP 26A Black Original LaserJet Toner Cartridge (3,100 pages)		
3	HP 80A Black Original LaserJet Toner Cartridge (2,560 pages)		
4	HP 305A Black Original LaserJet Toner Cartridges (2,090 pages)		
5	HP 305A Cyan Original LaserJet Toner Cartridges (2,600 pages)		
6	HP 305A Yellow Original LaserJet Toner Cartridges (2,600 pages)		
7	HP 305A Magenta Original LaserJet Toner Cartridges (2,600 pages)		
8	HP 415A Black LaserJet Toner Cartridges (2,400 pages)		
9	HP 415A Cyan LaserJet Toner Cartridges (2,100 pages)		
10	HP 415A Yellow LaserJet Toner Cartridges (2,100 pages)		
11	HP 415A Magenta LaserJet Toner Cartridges (2,100 pages)		
12	4 in 1 colour printer (scan, copy, print and fax)		

*\* 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: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT**

Any resulting contract shall be placed by means of a Purchase Order and shall be subject to the General Conditions of Contract (GCC), **Ref: G/RFQ/OTRCMT-06/2024/2025**

**SECTION VII: CONTRACT DATA SHEET**

**Procurement Reference Number: G/RFQ/OTRCMT-06/2024/2025**

Clause	Contract Data
<b>GCC 1.1 Effectiveness of Contract</b>	The Contract <i>shall</i> come into effect as from date of issued Purchase Order
<b>GCC 1.3.1 Intended Completion date</b>	Unless terminated earlier pursuant to sub-clause GCC 1.7 of the Contract, the Service Provider shall complete its activities within <b>7</b> days of the Purchase Order or by an additional period of <b>10</b> days.
<b>GCC 1.6.1 Issue of notices</b>	The Authorized Representative of the Employer is :  <b><i>Mrs. S.M.K Tuahuku, Secretary to the Procurement Committee : stuahuku@otjzondjuparc.gov.na</i></b> The Authorized Representative of the Service Provider is:
<b>GCC 2.6 Insurance and liabilities to Third Party</b>	The amount of the Professional Indemnity Insurance Cover shall be at least: <b><i>Not applicable</i></b>
<b>GCC 2.7 Reporting Obligations</b>	The Service Provider shall report to: <b><i>Mr. Luther Tjivikua at <a href="mailto:ltjivikua@otjzondjuparc.gov.na">ltjivikua@otjzondjuparc.gov.na</a></i></b>
<b>GCC 2.10 Performance Security</b>	<b><i>Not applicable</i></b>
<b>GCC 4.2 Contract Price</b>	<b><i>Not applicable</i></b>
<b>GCC 4.3 Terms of Payment</b>	Payments shall be made to the Service Provider within 14 days after <b><i>delivery of the correct verified ordered goods and receipt of original invoice.</i></b>
<b>GCC 4.5 Price Adjustment</b>	Price <b><i>shall not be</i></b> adjustable.

## 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/OTRCMT-006/2024/2025** on the website of the **Otjozondjupa Regional Council** (<https://otjozondjuparc.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/OTRCMT-06/2024/2025**

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>Otjozondjupa Regional Council</b>
<b>Site</b> <b>GCC 1.1(m)</b>	The final destination for delivery of the Goods is <b>Otjiwarongo</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 <b>Otjozondjupa Regional Council</b> , the address and the contact name shall be: 22 Henk Willems Street, Otjiwarongo; new building; ground floor; Block B For the Supplier, the address and contact name shall be: _____
<b>Disputes</b> <b>GCC 10.2</b>	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: _____

Subject and GCC clause reference	Special Conditions
<b>Delivery and Documents</b> GCC 13.1	The Goods are to be delivered within 14 days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note;
<b>Price Adjustment</b> GCC 15.1	The price charge for the Goods supplied and the related Services performed <b>shall not</b> 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> 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
<b>Terms of Payment</b> GCC 16.3	Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.
<b>Terms of Payment</b> GCC 16.4 (a)	The price <b>shall not be</b> adjustable to the fluctuation in the rate of exchange.
<b>Payment Period</b> GCC 16.5	The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:  i) <b>On Acceptance:</b> 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.
<b>Performance Security</b> GCC 18.1	(i) No performance security is required
<b>Discharge of Performance Security</b> GCC 18.4	N/A.
<b>Packing</b> GCC 23.2	The packing, marking and documentation within and outside the packages shall be: N/A
<b>Insurance</b> GCC 24.1	N/A



<b>Subject and GCC clause reference</b>	<b>Special Conditions</b>
<b>Transportation GCC 25</b>	The Goods shall be delivered---
<b>Inspection and Test GCC 26.1</b>	The inspection and tests shall be: <i>N/A</i>
<b>Location of Inspection and Tests GCC 26.2</b>	The inspections and tests shall be conducted at: <i>N/A</i>
<b>Liquidated Damages GCC 27.1</b>	Liquidated damages for the whole contract are <i>N/A</i> per day. The maximum amount of liquidated damages for the whole contract is <i>N/A</i> of the final contract price.
<b>Warranty GCC 28.3</b>	<p>The period of validity of the warranty shall be: [    ] day(s)</p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <i>[insert names(s) of location(s)]</i></p> <p>For item 1, the minimum period of warranty/shelf life shall be _____</p> <p>For item 2, the minimum period of warranty/shelf life shall be _____</p> <p>For item 3, the minimum period of warranty/shelf life shall be _____</p>
<b>Repair and Replacement GCC 28.5</b>	The period for repair or replacement shall be: [            ] day(s)

**SCHEDULE 3****QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.: G/RFQ/OTRCMT-006/2024/2025**

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Securing Declaration		
Evidences for conformity of Goods		
Valid certified copy of company Founding statement		
Valid original or certified copy of Good standing tax Certificate		
Valid original, or certified copy of Good Standing Social Security Certificate		
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		
Signed written undertaking as contemplated in section 138(2) of the Labour act, 2007		
Sign/initial each page		