



# **REQUEST FOR SEALED QUOTATIONS FOR GOODS**

**PROVISION OF INSURANCE BROKERS SERVICES  
(THREE (3) YEARS CONTRACT, RENEWABLE ANNUALLY).**

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**Procurement Reference No: NCS/RFQ/AGRI-03/2024-2025**



10 Post street Mall, Windhoek, Namibia, Telephone: +264 61 207 4327, Email:  
[tenders@agribank.com.na](mailto:tenders@agribank.com.na)

## Letter of Invitation

*[Name and Address of Bidder]*

**Procurement Reference Number: NCS/RFQ/AGRI-03/2024-2025**

**06 June 2024**

Dear Sirs,

**Request for Quotations for Provision of Insurance Brokers Services (Three (3) Years Contract, Renewable Annually).**

Agribank invites you to submit your best quote for the services 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 **Head: Management Unit: Vicky Hauwanga, Tel: 061 207 4221.**

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,

**Procurement Committee**

**Head: PMU Signature: \_\_\_\_\_**

**Date:            /            /2024**

## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

Agricultural Bank of Namibia (Agribank) reserves the right:

- (a) to split the contract as per the lowest evaluated cost per item, or
- (b) to accept or reject any quotation; and
- (c) to cancel the quotation process and reject all quotations at any time prior to contract award.

### 2. Preparation of Quotations

You are requested to quote for the items mentioned in Section III by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annex for *Bid Securing Declaration*;
- (b) the List of Goods and Price Schedule Section III;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment deemed appropriate.

You are advised to carefully read the complete Request for Sealed Quotations document, including the Special Conditions of Contract in Section VII, before preparing your quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

### 3. Validity of Quotations

The Quotation validity period shall be 60 days from the date of submission deadline.

### 4. Eligibility Criteria

To be eligible to participate in this Quotation exercise, you should:

- (a) have a valid company Registration Certificate;
- (b) have an original valid good Standing Tax Certificate;
- (c) have an original valid good Standing Social Security Certificate;
- (d) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (e) have a certificate indicating SME Status (for Bids reserved for SMEs);.

### 5. Bid Securing Declaration

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

### 6. Contract Period for Services

Three (3) Years Contract, Renewable Annually.

## 7. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs. Bidders may purchase the bid document as follow:

7.1. Prospect bidders will be required to pay a non-refundable administration fee of N\$ 300.00 including VAT, during the bidding process.

7.2. Electronic Payments can be done through the following account:

Account Name	:	Agricultural Bank of Namibia
Bank Name	:	Standard Bank
Account Number	:	041469380
Branch Number	:	082372
Swift Code	:	SBNMNANX

7.3. A valid proof of payment must be produced before a Bidding Document is issued and a valid proof of payment must accompany the Bidding document during the Bid submission process.

## 8. Documents to be submitted

Bidders shall submit along with their quotation documents giving company's profile, past experience and evidence of similar services provided with customers' reference details.

## 9. Sealing and Marking of Quotations

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

## 10. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at 10 Post Street Mall, Windhoek, Namibia, Ground Floor, not later than 26 June 2024 at 11H00. Quotations by post or hand delivered should reach 10 Post street Mall, Windhoek, Namibia, Ground Floor by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

## 11. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 9 above. A record of the Quotation Opening stating the name of the Bidders and the amount, the presence or absence of a Bid-Securing Declaration will be put on the website of the Public Entity and available to any bidder on request within five working days of the Opening.

## 12. 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 evaluated cost to determine the lowest evaluated quotation

### **13. Scope of Services and Performance Standards**

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

### **14. 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.

### **15. 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.

### **16. Margin of Preference**

15.1. The applicable margins of preference and their application methodology are as follows:

N/A

15.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of:

N/A

### **16. Award of Contract**

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the service 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 and General Conditions of Contract.

### **17. Performance Security**

N/A

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

The Public Entity shall after award must 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 of ward on its website within seven (7) days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven days (7) days of the unsuccessful bidders being informed of the award.

## SECTION II: QUOTATION LETTER

(to be completed by Bidders)

Complete this form with all the requested details and submit it as the first page of your quotation with the Price list and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. **If your quotation is not authorised, it will be rejected.**

Quotation addressed to: [name of Public Entity]	Agricultural Bank of Namibia (Agribank)
Procurement Reference Number:	
Subject matter of Procurement:	

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

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

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

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

The validity period of the Quotation is \_\_\_\_\_ days *[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	

*[This form is to be deleted if Bid Securing Declaration is not applicable.]*

## 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.:** NCS/RFQ/AGRI-03/2024-2025

**To:** Agricultural Bank of Namibia (Agribank), 10 Post street Mall, Windhoek, Namibia.

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

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

#### 1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tel No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

FOR INSPECTION ONLY



## 2. PROCUREMENT DETAILS

Procurement Reference No.: .....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

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

.....

## 3. UNDERTAKING

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

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

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

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

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

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



## SECTION IV: ADMINISTRATIVE REQUIREMENTS

*[the Public Entity shall use this section to specify its Administrative Requirements for Related Services, as applicable.]*

- (a) Proof of 10 years' experience in the insurance industry;
- (b) Long Term Insurance Act and Short Term Insurance Act certificate;
- (c) NIBA and Namfisa registration certificate;
- (d) Proof of Foot Print in Insurance Market.

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: NCS/RFQ/AGRI-03/2024-2025

*[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.]*

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
N/A	N/A	N/A	N/A

\* 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	
		Email address	

## 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 <http://agribank.com.na/page/tenders> 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: NCS/RFQ/AGRI-03/2024-2025

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
<b>Purchaser GCC 1.1(h)</b>	The purchaser is: Agricultural Bank of Namibia (Agribank)
<b>Site GCC 1.1(m)</b>	The Site/final destination for delivery of the Goods is Agribank, 10 Post street Mall, Windhoek, Namibia, Ground Floor
<b>Incoterms Edition GCC 4.2(b)</b>	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
<b>Notices GCC 8.1</b>	Any notice shall be sent to the following addresses: For the Agribank, 10 Post street Mall, Windhoek, Namibia, Tel: +264 61 207 4327, <a href="mailto:ombingeneeko@agribank.com.na">ombingeneeko@agribank.com.na</a> , the address and the contact name shall be: Mr Okeri Mbingeneeko. For the Supplier, the address and contact name shall be: _____

Subject and GCC clause reference	Special Conditions
<b>Disputes</b> <b>GCC 10.2</b>	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: <b>The Review Panel</b> <b>Private Bag 13295</b> <b>Windhoek, Namibia</b>
<b>Delivery and Documents</b> <b>GCC 13.1</b>	The goods/service are to be delivered within 15 days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: Monthly invoice.
<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.
<b>Terms of Payment</b> <b>GCC 16.1</b>	The structure of payments shall be: Annual payment following the submission of a relevant invoice.
<b>Terms of Payment</b> <b>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</b> <b>GCC 16.4 (a)</b>	The price “shall not be” adjustable to the fluctuation in the rate of exchange.
<b>Payment Period</b> <b>GCC 16.5</b>	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> <b>GCC 18.1</b>	(i) No performance security is required*or
<b>Discharge of Performance Security</b> <b>GCC 18.4</b>	N/A
<b>Packing</b> <b>GCC 23.2</b>	N/A
<b>Insurance</b> <b>GCC 24.1</b>	N/A

Subject and GCC clause reference	Special Conditions
<b>Transportation GCC 25</b>	The Goods shall be delivered: <i>EXW</i> .
<b>Inspection and Test GCC 26.1</b>	N/A
<b>Location of Inspection and Tests GCC 26.2</b>	N/A
<b>Liquidated Damages GCC 27.1</b>	Liquidated damages for the whole contract are <i>10%</i> per day. The maximum amount of liquidated damages for the whole contract is <i>10%</i> of the final contract price.
<b>Warranty GCC 28.3</b>	<p>The period of validity of the warranty shall be: N/A</p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be: Agribank,, 1<sup>st</sup> Floor, 10 Post street Mall, Windhoek, Namibia.</p> <p>For item 1, the minimum period of warranty/shelf life shall be N/A  For item 2, the minimum period of warranty/shelf life shall be N/A  For item 3, the minimum period of warranty/shelf life shall be N/A</p>
<b>Repair and Replacement GCC 28.5</b>	The period for repair or replacement shall be: 14 day(s)

### Attachment: Price Adjustment Formula

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

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

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

$$a+b+c = 1$$

in which:

- P<sub>1</sub> = adjustment amount payable to the Supplier.
- P<sub>0</sub> = 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**

**COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT**

<b>COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT</b>		
	<b>N\$</b>	<b>N\$</b>
<b>Raw Materials, Accessories &amp; Components</b>		
• Imported (CIF)	.....	
• Local (VAT & Excise Duty Fee)	.....	.....
<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>		

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

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



**SCHEDULE 3****QUOTATION CHECKLIST SCHEDULE**

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

**Procurement Reference No:** NCS/RFQ/AGRI-03/2024-2025

Description	Attached	Not Attached
Quotation Letter		
Price Activity Schedule		
Evidence for conformity of Goods		
have a valid company Registration Certificate;		
have an original valid good Standing Tax Certificate;		
have an original valid good Standing Social Security Certificate;		
have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
have a certificate indicating SME Status (for Bids reserved for SMEs);		
Submit signed Bid-securing Declaration.		
An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;		
Proof of 10 years' experience in the insurance industry;		
Long Term Insurance Act and Short Term Insurance Act certificate		
NIBA and Namfisa registration certificate		
Proof of Foot Print in Insurance Market.		

**Disclaimer:** *The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*