



REPUBLIC OF NAMIBIA
OHANGWENA REGIONAL COUNCIL
PROCUREMENT MANAGEMENT UNIT

Division: Sub – Division Works, Maintenance and Technical Services
Tel: (+264) 65 208401
Fax: (+264) 65 208417
Enquiries: N.N.K. Shakaalela
Email Address: sndapunikwa@yahoo.com

Church Street 108
Private Bag, 88018
EENHANA

Request for Sealed Quotations for Goods

**Request for quotation to supply and delivery of
Protective/gears.**

Procurement Reference No: G/RFQ/OHRC23-04/2023/2024



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Enquiries: N.N.K. Shakaalela
Email Address: nshakaalela@yahoo.com

Church Street 108
Private Bag, 88018
EENHANA

12 December 2023

Letter of Invitation

To (Name of bidder)

.....
.....

Procurement Reference No: G/RFQ/ OHRC23-04/2023/2024

Dear Sirs/Madam

Request for Sealed Quotations to supply and deliver Protective/gears.

The Ohangwena Regional Council, Sub - Division Works Maintenance and Technical Services invites you to submit your best quote for the goods described in detail hereunder in the sealed envelope.

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

Queries, if any, should be addressed to Ms N.N.K. Shakaalela at Ohangwena Regional Council, **Sub-Division Works Maintenance and Technical Services.**

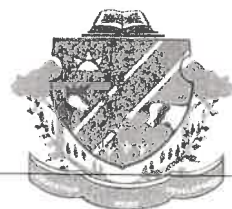
Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,

Phillipus Shimhanda

Head of Procurement Management Unit





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Request for quotations

Description: supply and delivery of Clothing/gears
Procurement reference no: G/RFQ/OHRC23-04/2023/2024

Date issue: 12 December 2023

Closing date & time: 04 January 2024, at 10h00

Name of bidder:

Contact person:

Tel no:

Cell no:

Fax no:

Bid price without VAT:

Bid price with VAT:

Signature of Authorized Representative:

Company seal

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The **Ohangwena Regional Council, Sub – Division Works Maintenance and Technical Services** reserves the right:

- (a) to split the contract as per the lowest evaluated cost per lot; and
- (b) to accept or reject any quotation or 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 works mentioned in Section III, by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Compliance Sheet 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 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 bid submission deadline.

4. Eligibility Criteria

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

- (a) 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, in possession of:
 - A valid affirmative action compliance certificate issued under section 41 of that Act
 - An exemption issued under section 42 of that Act
 - A proof from the Employment Equity Commissioner that the bidder or supplier is not a relevant employer as defined in that Act
- (d) Submit a written undertaking as Contemplated in Section 138 (2) of the Labour Act, 2007 (Act No. 11 of 2007)
- (e) A valid:
 - Certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia
 - Certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia
 - 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
 - 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)

5. Bid Securing Declaration

Bidders are required subscribe to 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.

1. Delivery

The goods shall be delivered at **Sub – Division Works Maintenance and Technical Services Regional Office** within *10 days* after acceptance/issue of Purchase Order. Deviation in delivery period *shall be considered if such deviation is reasonable*.

2. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the **Ohangwena Regional Council, Sub-Division Works Maintenance and Technical Services** with the **Bidder's name** and **contact details** at the back of the envelope.

3. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at **Sub-Division Works, Maintenance and Technical Services** not later than **04/01/2024 at 10H00 a.m.** Quotations by post or hand delivered should reach **Ohangwena Regional Council, Sub – Division Works Maintenance and Technical Services** by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

4. Opening of Quotations

Quotations will be opened internally by the **Sub – Division Works Maintenance and Technical Services** PMU staffs immediately after the closing time referred to instruction as stated in paragraph 8 above. At a bid opening, **the name of the bidder, the total amount of each bid, any discount or alternative offered, and the presence or absence of any Bid Security/Bid Securing Declaration if required and the document referred to in Section 50(2) are read out and recorded and a copy will be available to any bidder on request within three working days of the Opening.**

5. Evaluation of Quotations

The **Sub – Division Works Maintenance and Technical Services** 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**.

6. 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 **Sub – Division Works, Maintenance and Technical Service** 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.

7. Prices and Currency of Payment

Prices shall be fixed in Namibian Dollars.

8. 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.

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

NB: If your quotation is not authorised, it will be rejected.

Quotation addressed to:	
Procurement Reference Number:	
Subject matter of Procurement:	

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

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

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

We have read and understood the content of the *Bid 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 _____ 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		

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

Date:

Procurement Ref No.:

To:

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

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

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

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

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

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

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

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

Dated 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, 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

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 Procurement Reference No.:.....

Procurement Description:

.....

.....

Anticipated Contract Duration:

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 deliver Protective/gears.

Procurement Ref No G/RFQ/OHRC23-04/2023/2024

INSTRUCTIONS TO THE PUBLIC ENTITY		INSTRUCTIONS TO BIDDERS						
At time of preparation of the RFQ, Columns A to D shall be filled in by 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 measures	E *	F Price per unit NAD ¹	G Total price without VAT NAD	H Total price with VAT: NAD	I Country of Origin
1	o/all 2pc khaki dromex size 38	10	EA					
2	o/all 2pc khaki dromex size 42	15	EA					
3	o/all 2pc khaki dromex size 44	20	EA					
4	o/all 2pc khaki dromex size 46	20	EA					
5	o/all 2pc khaki dromex size 48	3	EA					
6	Shirt Golf Johnsson Polycotton charcoal JGSHT size small	6	EA					
7	Shirt Golf Johnsson Polycotton charcoal JGSHT size medium	13	EA					
8	Shirt Golf Johnsson Polycotton charcoal JGSHT size large	14	EA					
9	Shirt Golf Johnsson Polycotton charcoal JGSHT size xlarge	3	EA					

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/OHRC23-04/2023/2024**

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>
1.	o/all 2pc khaki dromex size 38		
2.	o/all 2pc khaki dromex size 42		
3.	o/all 2pc grey dromex size 44		
4.	o/all 2pc grey dromex size 46		
5.	o/all 2pc khaki dromex size 48		
6.	Shirt Golf Johnsson Polycotton charcoal JGSHT size small		
7.	Shirt Golf Johnsson Polycottoncharcoal JGSHT size medium		
8.	Shirt Golf Johnsson Polycottoncharcoal JGSHT size large		
9.	Shirt Golf Johnsson Polycottoncharcoal JGSHT size xlarge		
10.	Shirt Golf Johnsson Polycottoncharcoal JGSHT size xxlarge		
11.	Hat bush khaki L/XL 60cm captivity		
12.	Hat bush khaki M/XL 60cm captivity		
13.	Embroidery of T-shirts left handed side (front) with Namibian Court of Arms and printed Works Maintenance and Technical Service		

14	Embroidery of hats (front)with Namibian Court of Arms and printed Works Maintenance and Technical Service
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Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a **Purchase Order/Letter of Acceptance** and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods - Ref. **G/RFQ/OHRC23-04/2023/2024**.

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/OHRC/23-04/2023/2024**

The clause numbers given in the first column correspond to the relevant clause number of the GCC.

Subject and GCC clause reference	Special Conditions
Purchaser SCC 1.1(h)	The purchaser is: Sub – Division Works Maintenance and Technical Servises
Site SCC 1.1(m)	Sub – Division Works Maintenance and Technical Services
Incoterms Edition SCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.

Subject and GCC clause reference	Special Conditions
Notices SCC 8.1	Any notice shall be sent to the following addresses: Ohangwena Regional Council, Sub – Division Works Maintenance and Technical Services, Private Bag 88018, Eenhana, Tel. 065-208401, Fax 065-208417 Enquiries: Ms. N.N.K. Shakaalela For the Supplier, the address and contact name shall be:
Disputes SCC 10.2	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: Disputes shall be subject to the procedures of the laws of Namibia. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute may be referred to the Review Panel and/or Procurement Policy Unit.
Delivery and Documents SCC 13.1	The Goods are to be delivered within 10 days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) Signed and stamp delivery note; (b) Invoice (c) Purchase Order and Claim Form
Price Adjustment SCC 15.1	The price charge for the Goods supplied and the related Services performed “ <i>shall not</i> ” as appropriate be adjustable.
Terms of Payment SCC 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 SCC 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 SCC 16.4 (a)	The price shall not be adjustable to the fluctuation in the rate of exchange. As such payment shall be made fixed to the Namibian Dollar.
Payment Period SCC 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.

Subject and GCC clause reference	Special Conditions
Performance Security SCC 18.1	(i) No performance security is required
Discharge of Performance Security SCC 18.4	N/A The performance security will be discharged and returned to the supplier not later than <i>[none]</i> following completion date.
Packing SCC 23.2	The packing, marking and documentation within and outside the packages shall be: marked clearly with procurement reference number.
Insurance SCC 24.1	[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation] N/A
Transportation SCC 25	The Goods shall be delivered: Ohangwena Regional Council, at Sub – Division Works, Maintenance and Technical Services
Inspection and Test SCC 26.1	The inspection and tests shall be: at Sub – Division Works Maintenance and Technical Services
Location of Inspection and Tests SCC 26.2	The inspections and tests shall be conducted at: Sub – Division Works Maintenance and Technical Services
Liquidated Damages SCC 27.1	Liquidated damages for the whole contract are 2% per week. The maximum amount of liquidated damages for the whole contract is 10% of the final contract price. However, the Purchaser has rights to cancel and/or terminate the Contract, if the Contractor fails to deliver as prescribed herein.
Warranty SCC 28.3	The period of validity of the warranty shall be: 1 month For the purpose of the Warranty, the place(s) of the final destination(s) shall be: Ohangwena Regional Council, Sub – Division Works Maintenance and Technical Services
Repair and Replacement SCC 28.5	All damaged items must be replaced at the supplier's cost The period for repair or replacement shall be: 7 working and/or less day(s).

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.: G/RFQ/OHRC23-04/2023/2024**

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Security / Bid Securing Declaration		
A valid certificate of good standing with the Receiver of Revenue		
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;		
As required by the Affirmative Action (Employment) Act, 1998 (Act No.29 of 1998, in possession of:		
A proof from the Employment Equity Commissioner that the bidder or supplier is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.		

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.*