



Republic of Namibia

OHANGWENA REGIONAL COUNCIL
DIVISION GENDER EQUALITY, POVERTY ERADICATION AND
SOCIAL WELFARE

P.O. Box 13199
Eenhana

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05 February 2024

Request for Sealed Quotations For Goods

SUPPLY AND DELIVERY OF INCOME GENERATING
ACTIVITY MATERIALS FOR OKONGO CONSTITUENCY

Procurement Reference No: G/RFQ/OHRC12-04/2023/2024



REPUBLIC OF NAMIBIA



OHANGWENA REGIONAL COUNCIL
DIVISION GENDER EQUALITY, POVERTY ERADICATION AND
SOCIAL WELFARE

REQUEST FOR QUOTATION

Description: Supply and Delivery of IGA materials for Okongo Constituency

Procurement Ref no: G/RFQ/OHRC12-04/2023/2024

Date of Issue: 05 February 2024

Closing date and time: 22 February 2024 @ 11h00

Name of Bidder:

Contact Person:

Tel no:

Cell:

Fax no:

Total Bid Price (VAT inclusive where applicable)

Signature of Authorized Representative:

Company seal/ company stamp



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Enq: L Amutenya
Cell: 081 3176739

Letter of Invitation

TO:
.....
.....

(Bidders Details)

G/RFQ/OHRC12-04/2023/2024

Dear Sir/Madam

Supply and Delivery of IGA materials for Okongo Constituency

The Division Gender Equality Poverty Eradication and Social Welfare invites you to submit your best quote for the items described in detail hereunder.

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

Queries, if any, should be addressed to **Ms. L Amutenya cell: 0813176739**

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,


2024-02-05

Phillipus Shimhanda

Head of Procurement Management Unit



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The **Ohangwena Regional Council** 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 **90 days** from the date of submission deadline.

4. Eligibility Criteria

The bidder or supplier must submit the following documents at the time of submitting a bid to a public entity, failing which the bidder or supplier must be disqualified:

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

- (iii) document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia; or
- (iv) partnership agreement in the case of a partnership, 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.

6. Delivery

The goods shall be delivered at **Ohangwena Regional Council office within 10 days** after acceptance/issue of Purchase Order. Deviation in delivery period *shall be considered if such deviation is reasonable*.

7. Sealing and Marking of Quotations

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

8. Submission of Quotations

Quotations should be hand delivered in a Bid Box at the reception at **Ohangwena Regional Council Office, not later than the 22 February 2024 at 10:00**. Quotations by post or hand deliver should reach by the same date and time at latest. **Late quotations will be rejected. Quotations received by Fax or e-mail will not be considered.**

9. Opening of Quotations

At a bid opening, by the Ohangwena Regional Council on **22 February 2024 at 10h30**, the name of the bidder, the total amount of each bid, any discount or alternative offered, the presence or absence of any bid security if required, and the documents referred to in section 50 (2), are read out and recorded, and a copy of the record is made available to any bidder on request and will be published on the Council website [www.ohangwenarc.gov.na].

10. Evaluation of Quotations

The **Ohangwena 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 price or ownership cost 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 **Ohangwena Regional Council** 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 for the execution of Supply of goods shall be fixed in Namibian Dollars as quoted. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

Prices shall be fixed in Namibian Dollars.

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 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

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	

Appendix to Quotation Letter

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

Witten undertaking in terms of section 138 of the Labour Act, 2007 and section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number:.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I [insert full name], owner/representative

of [insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

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

SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: SUPPLY AND DELIVERY OF IGA MATERIALS FOR OKONGO CONSTITUENCY
Procurement Ref No. G/RFQ/OHRC12-04/2023/2024

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 measure	E *	F Price per unit NAD ¹	G Total without VAT NAD	H VAT: NAD	I Delivery weeks (days/month)	Count ry of Origin
1.	Defy C/Freezer 530HC ECO DMF456	3	Each						
2.	Defy C/Freezer 300HC DMF473	1	Each						
3.	Tooltech Meat Saw 9109464011	1	Each						
4.	Amplify/Bounce Fitness Watch AMP5069/5027/BC5068BK	2	Each						
						SUB Total			
						VAT @ %			
						TOTAL			
NAME:		POSITION:		SIGNATURE		DATE			
NAME OF BIDDER:		ADDRESS:							

1. If Price quoted is subject to change in rate of exchange at the time of delivery of goods provide details hereunder:

Currency : Exchange Rate:

If no base rate of exchange is given, the price shall be treated as firm in Namibian Dollars for all intent and purpose.

Key notes: NA=NOT APPLICABLE, NQ=NO QUOTE

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **G/RFQ/OHRC12-04/2022/2023**

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	Defy C/Freezer 530HC ECO DMF456		
2	Defy C/Freezer 300HC DMF473		
3	Tooltech Meat Saw 9109464011		
4	Amplify/Bounce Fitness Watch AMP5069/5027/BC5068BK		

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 IGA Materials - Ref. **G/RFQ/OHRC12-04/2023/2024**.

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 Materials except where modified by the Special Conditions below.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **G/RFQ/OHRC12-4/2023/2024**

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: Ohangwena Regional Council <i>Division of Gender Equality, Poverty Eradication and Social Welfare</i> (DGEPEWS)
Site SCC 1.1(m)	The Site/final destination for delivery of the Goods is DGEPEWS, Mandume Ndemufayo St, NHE. Eenhana
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010, DAP
Notices SCC 8.1	<p>Any notice shall be sent to the following addresses:</p> <p>MGEPEWS</p> <p>Enq: Ms. L Amutenya 0813176739</p> <p>For the Supplier, the address and contact name shall be:</p> <p>_____</p> <p>_____</p>
Disputes GCC 10.2	<p>The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:</p> <p>The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p>
Delivery and Documents SCC 13.1	<p>The Goods are to be delivered within 10 days from the date of Purchase Order or Letter of Acceptance.</p> <p>The documents to be furnished by the Supplier are:</p> <p>(a) signed delivery note;</p>
Price Adjustment SCC 15.1	The price charge for the Goods supplied and the related Services performed <i>"shall not"</i> 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 two weeks after submission of an invoice and its certification by the Purchaser.
Terms of Payment SCC 16.4 (a)	The price <i>"shall not be"</i> adjustable to the fluctuation in the rate of exchange.

Subject and GCC clause reference	Special Conditions
Payment Period SCC 16.5	<p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p>i) On Acceptance: The Contract Price of goods received shall be paid no later than two weeks 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.</p> <p>ii) An interest rate of [0 %] is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.</p>
Performance Security SCC 18.1	(i) No performance security is required
Discharge of Performance Security GCC 18.4	The performance security will be discharged and returned to the supplier not later than <i>[insert number of days]</i> following completion date. N/A
Packing SCC 23.2	<p>The packing, marking and documentation within and outside the packages shall be:</p> <p>Ohangwena Regional Council office, Church Street, Eenhana</p>
Insurance GCC 24.1	No insurance required.
Transportation SCC 25	The Goods shall be delivered at: Ohangwena Regional Council, Division Gender Equality Office NHE Houses.
Inspection and Test SCC 26.1	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services
Location of Inspection and Tests SCC 26.2	The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, Division Gender Equality Office NHE Houses.
Liquidated Damages SCC 27.1	2% of the delivered price of the delayed items per week up to a maximum of 10% of the contract price.
Warranty SCC 28.3	The warranty shall remain valid for twelve (12) months after the Goods have been delivered to and accepted at the final destination.
Repair and Replacement SCC 28.5	Upon receipt of such notice, the Supplier shall, within the period 7 days, expeditiously repair or replace the defective Goods or parts thereof, at his/her cost.