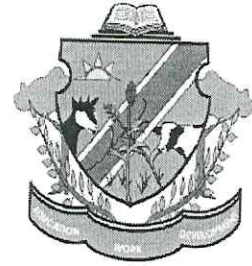




Republic of Namibia



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

P.O. Box 13199
 Eenhana

Tel.: +264-65-263047/62

Enq: L Amutenya
 Cell: 0813176739

05 February 2024

Request for Sealed Quotations For Non-Consultancy Services

PROVISION FOR CATERING SERVICES (LUNCH) FOR
 STAKEHOLDERS TRAINING AT OKONGO COMMUNITY
 CENTER, OKONGO CONSTITUENCY
 12-15 March 2024 and 18-20 March 2024

Procurement Reference No: NCS/RFQ/OHRC12-01/2023/2024



REPUBLIC OF NAMIBIA

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

REQUEST FOR QUOTATION

This Bid is segregated in three (2) Lots.
The Bidder must select one of the Lots listed
Each Lot must have its separate Bidding Document.
Bidder(s) who quoted for more than one Lot would be disqualified.

Mark with a cross and/ or a tick

A	B

Description: Provision for Catering Services (Lunch) For Stakeholders Training

Procurement Ref no: NCS/RFQ/OHRC12-01/2023/2024

Date of Issue: 05 February 2024

Closing date and time: 22 February 2024 @ 10h00

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



REPUBLIC OF NAMIBIA

OHANGWENA REGIONAL COUNCIL
DIVISION GENDER EQUALITY POVERTY ERADICATION AND
SOCIAL WELFARE

P.O. Box 13199
Eenhana

Tel.: +264-65-263047/62

Enq: L Amutenya
Cell: 081 3176739

Letter of Invitation

TO:

.....

.....

(bidder's details)

NCS/RFQ/OHRC12-01/2023/2024

Dear Sir/Madam

Provision for Catering Services (Lunch) For Stakeholders Training

The Division of 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,



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 02 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, 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 **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 works 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

(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:	
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: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: NCS/RFQ/OHRC12-01/2023/2024

Currency of Quotation: _____

LOT A (Law Enforcement officers)

Training session	Brief Description of Services	Quantity	Unit of Measure	Unit Price	Total Price
A*	B*	C*	D*	E	F
12- 15 March 2024	Day 1				
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice	30	Each		
	Grilled beef, butternut, rice ,mahangu porridge and ombidi	30 plates	Each		
	Bonaqua still water 500ml	30	Each		
	Assorted soft drinks 300 ml	20	Each		
	100% Fruit Juice 300 ml	10	Each		
	Beacon smoothies (sweets) 72's	2	Each		
	Day 2				
	Tea time: sandwich (brochen/ bread with polony and cheese) tea; coffee and juice	30	Each		
	Chicken, Greek salad, makaroni, mahangu porridge and ombidi	30 plates	Each		
	Bonaqua still water 500ml	30	Each		
	Assorted soft drinks 300 ml	20	Each		
	100% Fruit Juice 300 ml	10	Each		
	Beacon smoothies (sweets) 72's	2	Each		
	Day 3				
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice	30	Each		
	Fried hake, beetroot, rice, mahangu porridge and ombidi	30 plates	Each		
	Bonaqua still water 500ml	30	Each		

	Assorted soft drinks 300 ml	20	Each		
	100% Fruit Juice 300 ml	10	Each		
	Beacon smoothies (sweets) 72's	2	Each		
	Day 4	30	Each		
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice				
	Beef stew, boerewors, potato salad, carrots ,mahangu porridge and ombidi	30 plates	Each		
	Bonaqua still water 500ml	30	Each		
	Assorted soft drinks 300 ml	20	Each		
	100% Fruit Juice 300 ml	10	Each		
	Beacon smoothies (sweets) 72's	2	Each		
				Other additional costs	
				Subtotal	
				VAT @ %	
				Total	

Enter 0% VAT rate if VAT exempt.

LOT B (Spiritual Leaders)

Training session	Brief Description of Services	Quantity	Unit of Measure	Unit Price	Total Price
A*	B*	C*	D*	E	F
18 – 20 March 2024	Day 1	30	Each		
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice				
	Grilled beef, butternut, rice, mahangu porridge and ombidi	30 plates	Each		
	Bonaqua still water 500ml	30	Each		
	Assorted soft drinks 300 ml	20	Each		
	100% Fruit Juice 300 ml	10	Each		
	Beacon smoothies (sweets) 72's	2	Each		
	Day 2	30	Each		
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice				

	Chicken, Greek salad, macaroni ,mahangu porridge and ombidi	30 plates	Each		
	Bonaqua still water 500ml	30	Each		
	Assorted soft drinks 300 ml	20	Each		
	100% Fruit Juice 300 ml	10	Each		
	Beacon smoothies (sweets) 72's	2	Each		
	Day 3				
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice	30	Each		
	Fried Hake, Beetroot rice potato salad ,mahangu porridge and ombidi	30 plates	Each		
	Bonaqua still water 500ml	30	Each		
	Assorted soft drinks 300 ml	20	Each		
	100% Fruit Juice 300 ml	10	Each		
	Beacon smoothies (sweets) 72's	2	Each		
	Other additional costs				
Enter 0% VAT rate if VAT exempt.				Subtotal	
				VAT @ %	
				Total	

* Columns A to D to be completed as applicable by Public Entity

Priced Activity Schedule Authorised By: [insert company seal]

Name of signatory:		Signature:	
Position:		Date:	
Company Name :			

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **NCS/RFQ/OHRC12-01/2023/2024**

Lot A

Training session	Brief Description of Services	Compliance of Specification offered	Details of Non-Compliance/Deviation (If applicable)
A*	B*	C*	D*
12 – 15 March 2024	Day 1		
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice (three slices of bread or two brochens per person)		
	Grilled beef, butternut, rice ,mahangu porridge and ombidi		
	Bonaqua still water 500ml		
	Assorted soft drinks 300 ml		
	100% Fruit Juice 300 ml		
	Beacon smoothies (sweets) 72's		
	Day 2		
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice three slices of bread or two brochens per person)		
	Chicken, Greek salad, makaroni, mahangu porridge and ombidi		
	Bonaqua still water 500ml		
	Assorted soft drinks 300 ml		
	100% Fruit Juice 300 ml		
	Beacon smoothies (sweets) 72's		
	Day 3		
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice three slices of bread or two brochens per person)		
	Fried hake, beetroot, rice, mahangu porridge and ombidi		
	Bonaqua still water 500ml		

	Assorted soft drinks 300 ml		
	100% Fruit Juice 300 ml		
	Beacon smoothies (sweets) 72's		
	Day 4		
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice three slices of bread or two brochens per person)		
	Beef stew, boerewors, potato salad, carrots ,mahangu porridge and ombidi		
	Bonaqua still water 500ml		
	Assorted soft drinks 300 ml		
	100% Fruit Juice 300 ml		
	Beacon smoothies (sweets) 72's		

Specifications and Compliance Sheet Authorised By:

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

LOT: B

Training session	Brief Description of Services	Compliance of Specification offered	Details of Non-Compliance/Deviation (If applicable)
A*	B*	C*	D*
18 – 20 March 2024	Day 1		
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice three slices of bread or two brochens per person)		
	Grilled beef, butternut, rice, mahangu porridge and ombidi		
	Bonaqua still water 500ml		
	Assorted soft drinks 300 ml		
	100% Fruit Juice 300 ml		
	Beacon smoothies (sweets) 72's		
	Day 2		
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice three slices of bread or two brochens per person)		
	Chicken, Greek salad, macaroni ,mahangu porridge and ombidi		
	Bonaqua still water 500ml		

	Assorted soft drinks 300 ml		
	100% Fruit Juice 300 ml		
	Beacon smoothies (sweets) 72's		
	Day 3		
	Tea time: sandwich (brochen/ bread with polony and cheese) tea, coffee and juice three slices of bread or two brochens per person)		
	Fried Hake, Beetroot rice potato salad ,mahangu porridge and ombidi		
	Bonaqua still water 500ml		
	Assorted soft drinks 300 ml		
	100% Fruit Juice 300 ml		
	Beacon smoothies (sweets) 72's		

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/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) Ref: NCS-LS/RFQ-GCC for procurement of services (lump-sum) available on the website (www.mof.gov.na/procurement-policy-unit) except where modified by the Special Conditions below.

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **NCS/RFQ/OHRC12-01/2023/2024**

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

Subject and GCC Reference	Special Conditions
Definitions SCC 1.1(a)	Adjudicator is the person to be appointed jointly by the Employer and Contractor (if dispute arise).
Definitions SCC 1.1(l)	The Member is: _____ (Bidder to indicate the name of a member and/or members in charge to act on their behalf).
Definitions SCC 1.1(o)	The Service Provider is: _____ _____ (Bidder Representative)
Notices SCC 1.4	Any notice shall be sent to the following addresses: DGEPESW Eenhana, Tel: 08131766739 Enquiries: Ms Lea Amutenya For the Supplier, the address and contact name shall be: _____
Authorised Representatives SCC 1.6	The Authorised Representatives are: For the Employer: Mr Phillipus H. Shilongo For the Service Provider: _____
Effectiveness of Contract SCC 2.1	The date on which this Contract shall come into effect: Is when a Purchase Order and Claim Form/Letter of Acceptance has been issued.
Starting Date SCC 2.2.2	The intended starting date for the commencement of Services is to be specified by the Purchase Order/Letter of Acceptance.

Intended Completion Date SCC 2.3	The intended completion date is <i>4 days</i>
Prohibition SCC 3.2.3(c)	GCC shall prevail.
Service Provider's Actions Requiring Public Entity's Prior approval SCC 3.7(c)	<p>The Services provider shall obtain the Employer approval in writing before taking any other actions.</p> <p>The other action are <i>(to be inserted by service provider)</i></p> <hr/> <hr/>
Documents Prepared by Service Provider to be the Property of the Public Entity SCC 3.9	All documents submitted by the Service Provider in accordance with ITB 4 shall become and remain the property of the Employer.
Payments of Liquidated Damages SCC 3.10.1	The Liquidated damage for the whole contract is not charged per day. The maximum amount of liquidated damage for the whole contract is not applicable for this Bid.
Lack of Performance Penalty SCC 3.10.3	If the Service Provider has not improved on service delivery within the specified time in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the defect corrected, assessed as described Sub Clause 7.2 of the GCC.
Performance Security SCC 3.11	No Performance Security is required.
Assistance and Exemptions SCC 5.1	The Employer to liaise with the Services Provider for all arrangements.
Contract Price SCC 6.2(a)	The amount in local currency is Namibia dollar.
Terms and Condition of Payment SCC 6.4	<p>Payment shall be made within <i>30</i> days upon receiving all relevant documents such as</p> <ul style="list-style-type: none"> (a) signed delivery note; (b) Invoice (c) Purchase Order and Claim Form
Interest on Delayed Payments	Price adjustment is not applicable.

SCC 6.5	
Price Adjustment SCC 6.6.1	The GCC 6.6.1 prevail.
Identifying Defects SCC 7.1	The Employer shall check the Service Provider's performance and notify him of any shortages/ deficiencies that are found. The Employer may instruct the Service Provider to improve on service delivery.
Dispute Settlement SCC 8.2	If dispute arises between the Employer and the Service Provider the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
Dispute Settlement SCC 8.2.3	The rules of procedures for arbitration proceedings shall be followed and disputes shall be subject to the procedures of the laws of the Republic of Namibia.
Dispute Settlement SCC 8.2.4	The arbitration shall be conducted in accordance with the arbitration procedure.
Dispute Settlement SCC 8.2.5	The GCC 8.2.5 prevail. Moreover, the Public Procurement Act, 2015 (Act No. 15 of 2015) shall govern.