REPUBLIC OF NAMIBIA

OHANGWENA REGIONAL COUNCIL

PROCUREMENT MANAGEMENT UNIT

Section: DEAC
Tel: (+264) 65 290276
Fax: (+264) 65 290224
Enquiries: Jelitha Wapota
Email Address: njelitha@yahoo.com

Church Street 108
Private Bag, 88001
EENHANA

Letter of Invitation

TO:**.....**

.....

.....

(Insert Bidder's details)

Procurement Reference: G/RFQ/OHRC10-03/2024/2025

Dear Sir/Madam

Request for Quotation to Supply and deliver Dry Standard Container for Storing records during relocation

The **Ohangwena Directorate of Education, Arts and Culture** invites you to submit your best quote for the items 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. Jelitha Wapota and Samwel Sakaria** at the **Directorate of Education, Arts and Culture at 065290276 and 065290306.**

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation before or on **18 April 2024 at 10h00**.

Yours faithfully,

.....

Fillipus Shimhanda
Head of Procurement Management Unit

OHANGWENA REGIONAL COUNCIL
Office of the Procurement Management Unit
2024 -04- 08
Tel: 065-264300
Fax: 065-263033
Private Bag 88011, Eenhana

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Request for quotation

Description: Supply and deliver Dry Standard Container for Storing records during relocation

Procurement reference no: G/RFQ/OHRC10-03/2024/2025

Closing date & time: 18 April 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 Directorate of Education, Arts and Culture 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

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

(a) Have a valid certificate of good Standing with the Receiver of Revenue;

(b) Have 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) Have a valid Affirmative Action Compliance Certificate, an exemption issued under Section 42 of the Affirmative Action Act, 1998; proof from Employment Equity Commissioner that 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) 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-operatives in Namibia;

III. Document serving as evidence of registration as a trust and the trust deed for trust registered under the laws regulating in Namibia; or

IV. Partnership agreement in the case of a partnership, valid joint venture agreement in the case of 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 to submit a Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation.

6. Delivery

Delivery shall be **10** ***days*** after acceptance/issue of Purchase Order and Claim Form. Deviation in delivery period shall not be accepted.

7. Sealing and Marking of Quotations

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

8. Submission of Quotations

Quotations should be deposited in the Bid Box at **Directorate of Education, Arts and Culture**, **and Greenwell Complex** at **Procurement Office** not later than **18 April 2024** at **10H00**. Quotations by post, courier or hand delivered should reach our office by the same date and time. **Late quotations will be administered as per section 47 (2) of the public procurement Act 2015 (Act no. 15 of 2015) as amended.**

Quotations received by e-mail will not be considered.

9. Opening of Quotations

Quotations will be opened internally at the **Directorate of Education, Arts and Culture** immediately after the closing time referred to in instruction 8 above. A record of the Bid opening as contemplated in section 51 (4) of the public procurement Act, 2015 (Act No. 15 of 2015) as amended, will be available to council website www.ohangwenarc.gov.na within three (3) days of opening.

10. Evaluation of Quotations

The **Directorate of Education, Arts and Culture** shall have the right to request for clarifications in writing during evaluation. Offers that are **substantially responsive** shall be compared on the basis of cost price, to determine the **lowest evaluated quotation**.

11. Technical Compliance

Bidders shall submit along with their bid documents, catalogues and any other literature to substantiate compliance with the required specifications and to qualify deviations if any with respect **to Directorate of Education, Arts and Culture** 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 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)

*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 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 is _____ days, 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:

.....
[insert complete name of Public Entity and address]

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

[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 as Amended

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:……..

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 deliver Dry Standard Container for Storing records during relocation

Ref No. G/RFQ/OHRC10-03/2024/2025

INSTRUCTIONS TO THE PUBLIC ENTITY 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*]							
A	B	C	D	E	F		
Item no.	Description of Goods	Quantity required	Unit of measures	Price per unit NAD[1]	Total price Without VAT NAD	Total price with VAT NAD	Deliver Period weeks /days/months
1.	Dry Standard Containers 40ft (12m) 12/24m empty containers	2	Each				
2.	Other additional costs/Transport	1	Each				
				SUB-TOTAL			
				VAT 15%			
				TOTAL			
NAME:		**POSITION:**		**SIGNATURE:**			
NAME OF BIDDER:							

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

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/OHRC10-03/2024/2025

[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	Quantity	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
*A**	*B**		*C*	*D*
1.	Dry Standard Containers 40ft (12m) 12/24m empty containers	2		
2.	Other additional costs/Transport	1		

*** 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: 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 *(insert website address)* 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 VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: G/RFQ/OHRC10-03/2024/2025 the clause numbers given in the first column correspond to the relevant clause number of the GCC.

Subject and GCC clause reference	Special Conditions
Purchaser **SCC 1.1(h)**	The purchaser is: Ohangwena Regional Council, Directorate of Education, Arts and Culture
Site **SCC 1.1(m)**	The Site/final destination for delivery of the Goods is: Ohangwena Regional Council, Directorate of Education, Arts and Culture **New Building**, in Eenhana
Incoterms Edition **SCC 4.2(b)**	Incoterms shall be governed by the rules prescribed in Incoterms 2010. The seller bears all costs and risks until the goods' arrival at the named place of destination as indicated in SCC 1.1(m) (DAP and/or DDP)
Notices **SCC 8.1**	Any notice shall be sent to the following addresses: For the Employer; Ohangwena Regional Council: Private Bags 88001, Eenhana The contact's name: Fillipus Shilongo, Accounting Officer For the Supplier; The address shall be as given on the first page of the Purchase Order Claim Form/Letter of Acceptance: The address and contact name shall be**: (Fill in your details)** ....

Subject and GCC clause reference	Special Conditions
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 20 working (and/or less) days from the date of receiving Purchase Order and Claim Form or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed 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 *shall not* be adjustable. Price quoted to by the Bidder shall be final. There Shall be no adjustment to any price after submitting of bid. Notwithstanding, change in law within the Republic of Namibia. Section 63 of the Public Procurement Act, 2015 (Act No. 15 of 2015) as amended may apply.
Terms of Payment **SCC 16.1**	The structure of payments shall be: full payment following delivery of all items and/or materials by the Contractor, upon 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 and/or on the availability of funds
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 and/or on the availability of funds, 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
Discharge of Performance Security **SCC 18.4**	The performance security will be discharged and returned to the supplier not later than *[None]* following completion date. **Not Applicable for this bid.**
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 **Incoterms DAP and/or DDP shall govern. (Incoterms 2010)**
Transportation **SCC 25**	The Goods shall be delivered: at Ohangwena Regional Council, Directorate of Education, Arts and Culture**, New Building,** in Eenhana.
Inspection and Test **SCC 26.1**	The inspection and tests shall be made by Officer in Charge at Ohangwena Regional Council, Directorate of Education, Arts and Culture, **New Building,** in Eenhana.
Location of Inspection and Tests **SCC 26.2**	The inspections and tests shall be conducted at: Ohangwena Regional Council, Directorate of Education, Arts and Culture, **New Building.**
Liquidated Damages **SCC 27.1**	Liquidated damages for the whole contract are *[2.00]* per day. The maximum amount of liquidated damages for the whole contract is *[10.00]* of the final contract price. However, the Purchaser has rights to cancel and/or terminate the Contract, if the Contractor fails to deliver is prescribed herein. Not Applicable for this bid.
Warranty **SCC 28.3**	The period of validity of the warranty shall be: 30 days For the purpose of the Warranty, the place(s) of the final destination(s) shall be: Ohangwena Regional Council, Directorate of Education, Arts and Culture, **New Building,** in Eenhana.
Repair and Replacement **SCC 28.5**	The period for repair or replacement shall be: 5 working and/or less day(s).