REPUBLIC OF NAMIBIA
OHANGWENA REGIONAL COUNCIL
PROCUREMENT MANAGEMENT UNIT

Section: DEAC
Tel: (+264) 65 290275
Fax: (+264) 65 290224
Enquiries: Tuhafeni J Ndatyapo
Email Address: james.tuhafeni@gmail.com

Church Street 113
Private Bag, 88001
EENHANA

Request for Sealed Quotations For Goods

SUPPLY AND DELIVERY OF GROCERIES FOR PARTICIPANTS DURING ARTS AND CULTURE SECTION WORKSHOPS IN JUNE AND JULY 2024

PROCUREMENT REFERENCE NO: G/RFQ/OHRC10-10/2024/2025

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Letter of Invitation

.....

.....

.....

(Bidder's details)

Procurement Reference: G/RFQ/OHRC10-10/2024/2025

Dear Sir/Madam

Request for Quotations to supply and deliver groceries for participants during Arts and Culture section workshop in June and July 2024

The Ohangwena Directorate of Education, Arts and Culture 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 **Mr Tuhafeni J Ndatyapo (Procurement) at 065 290275 or Mr Mateus S Iitula (Technical) at 065 290208** at the Directorate of Education, Arts and Culture.

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 **10 June 2024 at 10h00**.

Yours faithfully,

OHANGWENA REGIONAL COUNCIL
Procurement Management Unit
2024 -05- 21
Tel: 065-264300
Fax: 065-263033
Private Bag 88011, Eenhana

.....

FILLIPUS SHIMHANDA
HEAD OF PROCUREMENT MANAGEMENT UNIT

REPUBLIC OF NAMIBIA

OHANGWENA REGIONAL COUNCIL

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Request for quotations

Description: Supply and deliver groceries for participants during Arts and Culture section workshop in June and July 2024.

Procurement reference no: G/RFQ/OHRC10-10/2024/2025

Date issue: **21 May 2024**

Closing date & time: **10 June 2024, at 10h00 am**

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 accept or reject any quotation; and

(b) To cancel the quotation process and reject all quotations at any time prior to contract award.

(c) To split the contract as per the lowest evaluated cost per item.

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 ***20 days*** after 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 **Regional Council Office, 113 Church street, Eenhana not later than 10 June 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 Quotation Opening as contemplated in Section 51 (4) of the Public Procurement Act, 2015 (Act No.15 of 2015) as amended will be available to any bidder on request and published on Ohangwena Regional Council website; www.ohangwenarc.gov.na within three working days of the 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 price or ownership cost have to determine the **lowest evaluated quotation**.

11. Technical Compliance

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 and Claim Form 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 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:

<table>
<tr><td>Name of Bidder</td><td></td><td colspan="2" rowspan="2">Company's Address and seal</td></tr>
<tr><td>Contact Person</td><td></td></tr>
<tr><td colspan="2">Name of Person Authorising the Quotation:</td><td>Position:</td><td>Signature:</td></tr>
<tr><td>Date</td><td></td><td>Phone No./Fax</td><td></td></tr>
</table>

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: PRICED ACTIVITY SCHEDULE

PROCUREMENT REFERENCE NUMBER: G/RFQ/OHRC10–10/2024/2025

CURRENCY OF QUOTATION: _____

NUMBER (NO)	BRIEF DESCRIPTION OF SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
A*	B*	C*	D*	E	F
1.	Tastic 10kg	3	Each		
2.	King Brown sugar 10Kg	3	Each		
3.	Braai pack (mixed portion) 2kg	42	Each		
4.	Beef stew 10Kg	3	Each		
5.	Broewoes sausage 10Kg	3	Each		
6.	Hake fish fillet 10Kg	3	Each		
7.	Cooking oil 5 litre	9	Each		
8.	Tea Times 100'	3	Each		
9.	Rama (405) 1kg	9	Each		
10.	Rajah medium curry 100g	3	Each		
11.	Canned fish 400g (mamas) 12 per pack	6	Packs		
12.	Top class Original spice 1Kg	3	Each		
13.	Top class 750g (chicken flavour)	9	Each		
14.	Table salt 1kg	6	Each		
15.	Dish wash Sunlight 1.5liters	3	Each		
16.	Brown bread loaf (sliced)	114	Each		
17.	Nick Naks (Gregoz mixed) 52	4	Each		
18.	Macoroni (Polona Elbow)3Kg	12	Each		
19.	Tomato sauce (Willigton 2 Litres)	9	Each		
20.	Potatoes (Large) 10Kg	9	Each		
21.	Onions (Large) 7Kg	3	Each		
22.	Carrots (Large) 7kg	9	Each		
23.	Cabbage (Large)	9	Each		
24.	Oranges (Large) 2Kg	34	Each		
25.	Water (Bonaqua) 500mlx24	3 packs	Per pack		

26.	Cool drinks (assorted coca brand) 600mlx24	16 Packs	Per pack		
27.	Oros (fusion)5 litre	9	Each		
28.	Juice (100% liquifruit) 100mlx24	3 packs	Per pack		
29.	Maize meal 10kg Top score	3	Each		
30.	Baking Flour (Bakpro) 5Kg	3	Each		
31.	Other cost (Transport)	1	Each		
			SUBTOTAL		
			VAT @ 15 %		
			TOTAL		

ENTER 0% VAT RATE IF VAT EXEMPT.

*** 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 V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: G/RFQ/OHRC10-10/2024/2024

3	Technical Specification Required	Quantity	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
*A**	*B**		*C*	*D*
1.	Tastic Rice 10kg	3		
2.	King Brown sugar 10Kg	3		
3.	Braai pack (mixed portion) 2kg	42		
4.	Beef stew 10Kg	3		
5.	Broewoes sausage 10Kg	3		
6.	Hake fish fillet 10Kg	3		
7.	Cooking oil (Sunflower oil) 5 litre	9		
8.	Tea Times 100'	3		
9.	Rama (405) 1kg	9		
10.	Rajah medium curry 100g	3		
11.	Canned fish 400g (mamas) 12 per pack	6		
12.	Top class Original spice 1Kg	3		
13.	Top class 750g (chicken flavour)	9		
14.	Table salt 1kg	6		
15.	Dish wash Sunlight 1.5liters	3		
16.	Brown bread loaf (sliced)	114		
17.	Nick Naks (Gregoz mixed) 52	4		
18.	Macoroni (Polona Elbow)3Kg	12		
19.	Tomato sauce (Willigton 2 Litres)	9		
20.	Potatoes (Large) 10Kg	9		
21.	Onions (Large) 7Kg	3		

22.	Carrots (Large) 7kg	9		
23.	Cabbage (Large)	9		
24.	Oranges (Large) 2Kg	34		
25.	Water (Bonaqua) 500mlx24	3 packs		
26.	Cool drinks (assorted coca brand) 600mlx24	16 Packs		
27.	Oros (fusion)5 litre	9		
28.	Juice (100% liquifruit) 100mlx24	3 packs		
29.	Maize meal 10kg Top score	3		
30.	Baking Flour (Bakpro) 5Kg	3		
31.	Other cost (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: 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/OHRC10-10/2024/2025

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: **Directorate of Education, Arts and Culture** Directorate of Education, Arts and Culture
Site **SCC 1.1(m)**	The Site/final destination for delivery of the Goods is: **Eenhana, Directorate of Education, Arts and Culture, Arts and culture office**
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: **Mr Fillipus H Shilongo** **Ohangwena Regional Council: Directorate of Education, Arts and Culture** **Private Bags 88001, Eenhana** For the Supplier; The address shall be as given on the first page of the Purchase Order Claim Form: The address and contact name shall be**: (Fill in your details)** ....
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.

Subject and GCC clause reference	Special Conditions
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. 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 *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 due to 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: **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.
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.**
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 Eenhana, Directorate of Education, Arts and Culture, Arts and Culture office

Subject and GCC clause reference	Special Conditions
Inspection and Test **SCC 26.1**	The inspection and tests shall be made by Officer in Charge at Arts and Culture Office
Location of Inspection and Tests **SCC 26.2**	The inspections and tests shall be conducted at: **Eenhana, Directorate of Education, Arts and Culture, Arts and Culture office**
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 is prescribed herein. Not Applicable for this bid.
Warranty **SCC 28.3**	The period of validity of the warranty on it shall be: 7 days For the purpose of the Warranty, the place(s) of the final destination(s) shall be: **Eenhana, Directorate of Education, Arts and Culture, Stock Control office**
Repair and Replacement **SCC 28.5**	The period for repair or replacement shall be: 7 working and/or less day(s).