



Republic of Namibia

**OHANGWENA REGIONAL COUNCIL
PROCUREMENT MANAGEMENT UNIT**

TEL: 065 264300
FAX: 065 263033
Enq: N.T Kaishungu

Private Bag 88011
Eenhana

28 August 2024

Request for Sealed Quotations for Goods

**Procurement of unsifted maize meal for drought
affected communities in Ohangwena Region.**

Procurement Reference No: G/RFQ/OHRC17-17/2024/2025

Total Bid Price N\$: (VAT inclusive).....
Name of Bidder:
Contact person:
Tel. No:Mobile No.....





Republic of Namibia



OHANGWENA REGIONAL COUNCIL
GENERAL SERVICES, STOCK AND PROCUREMENT

TEL. 065 264300
 FAX: 065 263033
 Enq: N. T. Kaishungu

Private Bag 88011
 Eenhana

28 August 2024

Letter of Invitation

TO: (Bidder).....

.....

.....

Dear Sirs/Madam

**PROCUREMENT OF UNSIFTED MAIZE MEAL FOR DROUGHT AFFECTED
 COMMUNITIES IN OHANGWENA REGION.**

The **Ohangwena Regional Council** 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. N. T. Kaishungu at Ohangwena Regional Council P/Bag 88011, Eenhana, Church Street.

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).

- (a) Submit a signed bid securing declaration.

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 **EPZ warehouse Oshikango within 20 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 to in a **bid box at the Reception area of Ohangwena Regional Council, not later than the 17 September 2024 at 10:00**. Quotations by post or hand delivered 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

Quotations will be opened internally by the Ohangwena Regional Councils immediately after the closing time referred to in instruction 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Securing Declaration, will be available to any bidder on request within three working days of the Opening.

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/Suppliers)

[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 I: 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.

The validity period of the Quotation is.....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/stamp	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./Fax	

[This form is to be deleted if Bid Securing Deceleration is not applicable.]

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/Stamp (where 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

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: PROCUREMENT OF UNSIFTED MAIZE MEAL FOR DROUGHT AFFECTED COMMUNITIES IN OHANGWENA REGION.

Procurement Ref: No. G/RFQ/OHRC17-17/2024/2025

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]				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	B	C	D	E	F	G	H	I	J	
Item no.	Description of Goods	Quantity required	Unit of measures	*	Price per unit without VAT NAD ¹	Total price NAD	VAT NAD	Price VAT inclusive	Deliver y (days/m onth)	Country of Origin
1.	Maize meal 20kg	1 900	bags							
			Total							
			VAT @15%							
			Grand Total							
NAME:				SIGNATURE						
NAME OF BIDDER:				DATE						

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

[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/OHRC17-17/2024/2025**

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.	Maize meal 20kg		
	1.1 Specification • Un-sifted maize meal • Dry sound merchantable quality fit for human consumption • Moisture: maximum 14% • Fibre content between 1.2 – 2.2% • Fat content between 3.5 – 4% • Granulation above 800 sieve 5% • Presented in 20kg sturdy cotton or polypropylene bags • Production and expiry dates to be clearly indicated on bags		
	1.2 The miller should meet the following requirements: • Registered with Namibia Agronomic Board(NAB) – Attached certificate • Miller should have own grain/ be able to collect Grain from Government silos • Milling capacity of 1 MT per hour and above • Capacity and ability to fortify maize meal		

1.3 Printing on the bags: RELIEF AID GRN – (Please insert your Institution) NOT FOR SALE 20 KG DATE OF PRODUCTION:..... DATE OF EXPIRY:.....		
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[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.]

** 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/OHRC17- 17/2024/2025

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/OHRC17- 17/2024/2025**

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.
Site SCC 1.1(m)	EPZ Wharehouse, Oshikango in Ohangwena Region.
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
Notices SCC 8.1	Any notice shall be sent to the following addresses: Secretary: Procurement Committee, Ohangwena Regional Council, Private Bag 88011 Eenhana, Tel. 065- 264300 Fax 065 – 263033 and contact name shall be: Enquiries: Ms. N. Kaishungu For the Supplier, the address and contact name shall be: _____ _____ _____

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: N/A
Delivery and Documents SCC 13.1	The Goods are to be delivered within 20 days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) Signed delivery note;
Price Adjustment GCC 15.1	The price charge for the Goods supplied and the related Services performed " <i>shall not</i> " as appropriate be adjustable. If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used
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 GCC 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 GCC 16.4 (a)	The price " <i>shall not be</i> " adjustable to the fluctuation in the rate of exchange.
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. ii) An interest rate of% is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.
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>[insert number of days]</i> following completion date.

Subject and GCC clause reference	Special Conditions
Packing SCC 23.2	The packing, marking and documentation within and outside the packages shall be: <u>N/A</u>
Insurance GCC 24.1	<i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]</i> N/A
Transportation SCC 25	The Goods shall be delivered: (DAP) Delivery at Place
Inspection and Test SCC 26.1	The inspection and tests shall be: EPZ Warehouse, Oshikango, Ohangwena Region.
Location of Inspection and Tests GCC 26.2	The inspections and tests shall be conducted at: Ohangwena Regional Council
Liquidated Damages SCC 27.1	Liquidated damages for the whole contract are 2.5% of the delivered price of the delayed items per week. The maximum amount of liquidated damages for the whole contract is 10% of the final contract price.
Warranty SCC 28.3	The period of validity of Warranty shall be: N/A
Repair and Replacement GCC 28.5	N/A

Attachment: Price Adjustment Formula N/A

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a + b + c = 1$$

in which:

P_1 = adjustment amount payable to the Supplier.
 P_0 = Contract Price (base price).

- a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Purchaser are as follows:

$a = [\text{insert value of coefficient}]$

$b = [\text{insert value of coefficient}]$

$c = [\text{insert value of coefficient}]$

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = $[\text{insert number of weeks}]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (b) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE**

Procurement Reference No.: G/RFQ/OHRC17- 17/2024/2025

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Securing Declaration		
Written Undertaking form		
Evidences for conformity of Goods		
Original valid or certified copy good standing from Social Security Commission		
Original valid or certified copy good standing from Inland Revenue (MoF)		
Valid certified copy of company Registration Certificate (Founding Statement)		
Valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
A certified copy of certificate indicating SME Status (for Bids reserved for SMEs);		
VAT registration number;		

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.