



REPUBLIC OF NAMIBIA  
OHANGWENA REGIONAL COUNCIL  
Procurement Management Unit

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Private Bag 88011  
EENHANA

## Request for Sealed Quotations For Non-Consultancy Services

### PROVISION OF LUNCH FOR THE STAFF MEMBERS OF OHANGWENA REGIONAL COUNCIL DURING REVIEW TO BE HELD AT OTJIWARONGO

PROCUREMENT REFERENCE NO: NCS/RFQ/OHRC17-67/2024/2025

Date of issue: 03 February 2025

Closing date & time: 06 February 2024 at 11h00

Name of bidder: .....

Contact Number: .....

Bid price without VAT: .....

Bid price with VAT: .....



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**Letter of Invitation**

To: .....  
.....  
.....

**PROCUREMENT REFERENCE: NCS/RFQ/OHRC17-67/2024/2025**

Dear Sir/Madam

**Request for quotations for the provision of lunch for the staff members of Ohangwena Regional Council during review to be held at Otjiwarongo**

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. Job Shiindi 065 264300 Procurement** at Ohangwena Regional Council.

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 **06 February 2025 at 11h00**.

Yours faithfully,

**Mr Phillipus Shimhanda**

**HEAD OF THE PROCUREMENT MANAGEMENT UNIT**



## 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. Services Completion Period**

The completion period for services shall be 03 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 **Ohangwena Regional Council** with the **Bidder's name and contact information** at the back of the envelope.

#### **8. Submission of Quotations**

Scaled envelopes with quotations should be deposited in the Bid Box located at Ohangwena Regional Council reception area on or before **06 February 2025 at 11:00**. Quotations by post or hand delivered should reach Ohangwena Regional Council P/Bag 88011 Enhana, Church Street, Tel:065-264300, Fax:065-263033 by the same date and time at latest. Late quotations will be rejected. Quotations received by e-mail will not be considered. **Late quotations will be 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**

At a bid opening, by the Ohangwena Regional Council on **06 February 2025 at 11h00**, 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/](http://www.ohangwenarc.gov.na/) and the electronic government procurement Portal [<https://egp2.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. Scope of Services, Specifications and Performance Standards**

The Scope of Services and Performance Standards Compliance Sheet detailed in Sections III and V are to be complied with. Bidders may propose alternative for part of the scope substantiating that such alternatives will equally serve the interest of the Ohangwena Regional Council.

However, evaluation will be carried out as per the defined scope. Alternatives will only be considered from bidders having submitted the lowest evaluated quotation as per the base requirements.

Bidders have to substantiate in what manner the deviation in set specifications and performance standards, if any, are not material deviation.

## **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 perform the 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)*

*[If your quotation is not authorised, it may be rejected]*

Quotation addressed to:	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to services detailed in the Price Activity Schedule, 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. We further understand that this subscription could lead to *[forfeiture of the security amount / disqualification on the grounds mentioned in the BSD]*.

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 Price Activity 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 services will commence within \_\_\_\_\_ *[to insert number]* days from date of issue of Purchase Order/ Letter of Acceptance.

The services will be completed within \_\_\_\_\_ *[to insert number]* days from date of issue of Purchase Order/ Letter of acceptance.

### 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(5) and 56(2))**

**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 (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**

**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: NCS/RFQ/OHRC17-67/2024/2025

Number (No) of days	Brief Description of Services	Quantity	Unit of Measure	Unit Price	Total Price
A*	B*	C*	D*	E	F
17-25 February 2025	<b>Menu</b>				
	Lunch (a plate should include starch,salad,2 different types of meat and vegetables)	73	Each		
17-25 February 2025	Cool drinks assorted flavour, 300 ml	36	Each		
17-25 February 2025	Juice 100% assorted flavour 300ml	37	Each		
17-25 February 2025	Still water bonaqua, 500ml	73	Each		
<b>Subtotal</b>					
<i>Enter 0% VAT rate if VAT exempt.</i>				<b>VAT @</b>	<b>%</b>
<b>Total</b>					

**Priced Activity Schedule Authorised By:** *[insert company seal]*

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

## 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) except where modified by the Special Conditions below.

## SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **NCS/RFQ/OHRC17-67/2024/2025**

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: 1 <sup>st</sup> Floor Greenwell Complex, Private bag 88005 Eenhana, Tel: 065: 264300 Enquiries: <b>Ms. Job Shiindi</b>  For the Supplier, the address and contact name shall be: _____
Authorised Representatives SCC 1.6	The Authorised Representatives are: For the Employer: <b>Mr Phillipus H. Shilongo</b>  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 has been issued.

<b>Starting Date</b> SCC 2.2.2	The intended starting date for the commencement of Services is to be specified by the Purchase Order and Claim Form.
<b>Intended Completion Date</b> SCC 2.3	The intended completion date is <i>9 days days</i>
<b>Prohibition</b> SCC 3.2.3(e)	GCC shall prevail.
<b>Service Provider's Actions Requiring Public Entity's Prior approval</b> SCC 3.7(c)	The Services provider shall obtain the Employer approval in writing before taking any other actions. The other action are <i>(to be inserted by service provider)</i> _____ _____
<b>Documents Prepared by Service Provider to be the Property of the Public Entity</b> SCC 3.9	All documents submitted by the Service Provider in accordance with ITB 4 shall become and remain the property of the Employer.
<b>Payments of Liquidated Damages</b> 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.
<b>Lack of Performance Penalty</b> 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.
<b>Performance Security</b> SCC 3.11	No Performance Security is required.
<b>Assistance and Exemptions</b> SCC 5.1	The Employer to liaise with the Services Provider for all arrangements.
<b>Contract Price</b> SCC 6.2(a)	The amount in local currency is Namibia dollar.

<b>Terms and Condition of Payment</b> SCC 6.4	Payment shall be made within 30 days upon receiving all relevant documents such as (a) signed delivery note; (b) Invoice (c) Purchase Order and Claim Form
<b>Interest on Delayed Payments</b> SCC 6.5	Price adjustment is not applicable.
<b>Price Adjustment</b> SCC 6.6.1	The GCC 6.6.1 prevail.
<b>Identifying Defects</b> 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.
<b>Dispute Settlement</b> 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.
<b>Dispute Settlement</b> 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.
<b>Dispute Settlement</b> SCC 8.2.4	The arbitration shall be conducted in accordance with the arbitration procedure.
<b>Dispute Settlement</b> SCC 8.2.5	The GCC 8.2.5 prevail. Moreover, the Public Procurement Act, 2015 (Act No. 15 of 2015) shall govern.