



REPUBLIC OF NAMIBIA



OMUSATI REGIONAL COUNCIL

PROCUREMENT MANAGEMENT UNIT

OMUSATI REGIONAL COUNCIL PROCUREMENT MANAGEMENT UNIT (PMU) HEREBY INVITES BIDS FOR THE FOLLOWING SERVICES AT OMUSATI REGIONAL COUNCIL.

REFERENCE NUMBER: G/RFQ/ORC-64/2022/2023

TITLE: PROCUREMENT OF THE MATERIALS FOR EENGOLO CULVERT (FCFW)- OUTAPI CONSTITUENCY.

Bid documents are obtainable at Procurement Office D-4/6, Omusati Regional Council Buildings, Namaungu Street, Outapi or at <https://egp2.gov.na> from 20 February 2023.

LEVY: FREE

ENQUIRIES: All queries should be made in written form and submitted 7 days prior to the deadline for the submission of bid. The Head of Procurement Management Unit, Mr. Erwin Kamati at Email: Pmu-queries@omusatirc.gov.na

CLOSING DATE: Thursday, 09 March 2023 at 11h00

DELIVERY ADDRESS: Deposit your sealed and clearly marked envelope in the Bid Box at the Registry Room D - 7, Omusati Regional Council Buildings, OUTAPI

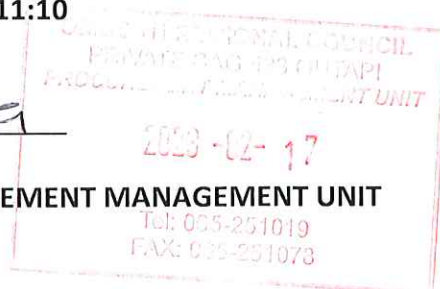
OR

Send it to: The Head of Procurement Management Unit
Omusati Regional Council
Private Bag 523
OUTAPI

Electronic bidding or Fax will not be permitted, while late bids will be rejected. Bids will be opened in the presence of bidders at Omusati Regional Council Main Hall on Thursday, 09 March 2023 at 11:10


Ervin Kamati

HEAD: PROCUREMENT MANAGEMENT UNIT



All official Procurement correspondences must be addressed to the Head of Procurement Management Unit



OMUSATI REGIONAL COUNCIL

OFFICE OF THE CHIEF REGIONAL OFFICER

Tel: +264 65 251019
Fax: +264 65 251078 / 088639090
E-mail: info@omusatirc.gov.na
Website: www.omusatirc.gov.na
Our Ref: 9/2/18/4
Enquiries: M. Ekandjo

Erf 1080 Namaungu Street
Private Bag 523
OUTAPI

03 February 2022

Request for Sealed Quotations for Goods

Procurement of Materials for Eengolo Culvert, FCFW – Outapi
Constituency

Procurement Reference No: G/RFQ/ORC-64/2022/2023

Definitions

Accounting Officer means the Accounting Officer of a public entity or a person acting as Accounting Officer with the written authority of the Accounting Officer or a person appointed as Acting Accounting Officer in terms of section 21 (1) (a) of the Public Service Act, 1995 (Act No. 13 of 1995).

Bid means an offer or proposal submitted in response to a request to supply goods, works or services.

Bidder means a participant in procurement or prequalification process and includes a contractor.

Bidding document (A) means any document issued by a public entity on the basis of which bidder prepare bids.

(B) including any document which contains instructions to bidder, specification, maps, designs, terms of references, evaluation criteria, bills of quantities, conditions of contract or other similar items.

Bid security means the security instrument required to ensure that a bid remain valid during the period stated in the bidding document;

Contractor means a person who has entered into a procurement contract with a public entity.

Goods means objects of every kind and description, including commodities, raw materials manufactured product and equipment.

Non-consultancy services means any service other than consultancy services and services incidental to the supply of goods or the execution of works.

Consultancy services means services of an intellectual or advisory nature, not incidental to the provision of goods or services or the execution of works.

Procurement means the acquisition of goods, works, consultancy service or non-consultancy services by any means, including purchase, rental, lease or hire purchase.

Procurement contract means a contract between a public entity and a supplier resulting from a procurement process.

Procurement Committee means the procurement Committee of a public entity constituted in terms of section 25;

Procurement Management Unit means the division or department in a public entity that is responsible for the execution of procurement functions constituted in terms of section 25;

Services means any object of procurement, a contract or framework agreement for consultancy and non-consultancy services.

Supplier means a person delivering goods, works, consultancy services or other services. **Responsive** in a relation to a bid, means responsive to the basic requirement of a bid regarding ability to perform and complete on time.

Threshold means a threshold amount prescribed for the procurement of goods, works and consultancy services or non-consultancy services, including disposal of assets for the mandatory application of prescribed process.

Request for sealed quotations readily available commercially standard goods not specially manufactured to the particular specification of the public entity.



REPUBLIC OF NAMIBIA



OMUSATI REGIONAL COUNCIL

OFFICE OF THE CHIEF REGIONAL OFFICER

Tel: +264 65 254638
Fax: +264 65 254639 / 088639090
E-mail: info@omusatirc.gov.na
Website: www.omusatirc.gov.na
Our Ref: 9/2/18/4
Enquiries: Ms. Marcelina Ekandjo

Erf 1080 Namaungu Street
Private Bag 523
Outapi

03 February 2023

Letter of Invitation

TO:
.....
.....

Procurement Reference No: G/RFQ/ORC - 64/2022/2023

Dear Sirs,

REQUEST FOR QUOTATIONS TO SUPPLY MATERIALS FOR FOOD/CASH FOR WORK PROJECT AT OUTAPI CONSTITUENCY

The Omusati 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 *Mr. Erwin Kamati* and emailed to: pmu.queries@omusatirc.gov.na. 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,

ERVIN KAMATI

HEAD OF PROCUREMENT MANAGEMENT UNIT



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Omusati 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 180 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 company Registration Certificate;

(b) have an original valid good Standing Tax Certificate or A valid certified copy of an original document, as certified by Commissioner of Oath appointed in term of the Justice of the peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963) as amended.

(c) have an original valid good Standing Social Security Certificate or A valid certified copy of an original document, as certified by Commissioner of Oath appointed in term of the Justice of the peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963) as amended.

(d) have a 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 or A valid certified copy of an original document, as certified by Commissioner of Oath appointed in term of the Justice of the peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963) as amended.

(e) have a certificate indicating SME Status (for Bids reserved for SMEs);

(f) Submit signed Bid-securing Declaration.

(g) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

5. Bid Securing Declaration

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation.

6. Delivery

Delivery shall be 14 days after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted.

6.1. The following tests and inspections will be conducted on the goods at delivery:

Not Applicable

7. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Omusati Regional Council, Private Bag 523 Outapi, with the Bidder's name and contact information at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at Registry Office (B-7), Omusati Regional Council, not later than **09 March 2023 at 11H00**. Quotations by post or hand delivered should reach Omusati Regional Council, Private Bag 523, Outapi by the same date and time at latest. Late quotations will be rejected. Quotations received by e-mail will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the Public Entity 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 posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

10. Evaluation of Quotations

The Public Entity 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 quotation documents, catalogues and any other literature to substantiate compliance with the required specifications and to qualify deviations if any with respect to Omusati 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 services 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 services, and shall include all duties. The whole cost of performing the services shall be included in the items stated, and the cost of any incidental services shall be deemed to be included in the prices quoted.

13. Margin of Preference

13.1 Contracts with Joint Ventures requires each entity of the Joint Ventures partnership to

have at least 51% or more equity owned by Namibian Citizens of which no less than 30% is owned by previously disadvantaged persons.

13.2 The procurement of the products shall be from Namibia Manufacturers, Producer and Suppliers only and the procurement of goods not manufactured or produced in Namibia is only allowed in the event that locally produced goods are not available, and all local suppliers have confirmed in writing that these goods are not available in Namibia.

13.3 Proof of non-availability must be submitted to the Onusati Regional Council as form part of the procurement documents.

13.4 Cost Structure for value added calculation per product

**COST STRUCTURE FOR VALUE ADDED CALCULATION
PER PRODUCT GROUP**

NS	
	(a) Raw Materials, Accessories & Components
.....	• Value of import (Including Cost, Insurance, Freight)
.....	(b) Labour Cost
.....	• Value of Non-Namibian labour/consultancy cost attributable to this product group
.....	© Bid Price
.....	• Total Bid Price
.....	Other (please specify)
.....	•
.....	TOTAL COST

Local Value Added =

$$\frac{c}{c - (a+b)}$$

X 100

13.5 NB: Bidder must complete the local sourcing declaration form below

LOCAL SOURCING DECLARATION FORM

(Section 73 of Act)

(Regulation 37(5) and 56(2))

Date:

Bid No.:

To:

.....

[insert complete name of Public Entity]

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 d local sourcing declaration by the bidders.

I/We* accept that under section 45 of the Act, I/We* may be suspended or disqualified in the event of-

- (a) If found that the goods, works and services are found to be not meeting the local content and is not supplied by the suppliers based and operating from the 14 regions of Namibia, and where the goods are required
- (b) I/We* understand this local sourcing 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 local sourcing declaration]

Name:

.....

[insert complete name of person signing the local sourcing declaration]

Duly authorized to sign the bid for and on behalf of: {insert complete name of Bidder]

Date on _____ day of _____, _____ [insert date of signing]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture that submits the.] * delete if not applicable appropriate

Please accept the assurance of my highest consideration.

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.

15. Notification of Award and Debriefing

The Public Entity shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within seven (7) days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

16. Financial Qualification

Only Bidders whose bid amount is within 10% below the estimated amount shall be deemed compliant and shall be accepted and those above the estimated amount will not be considered.

17. Liquidated damage

The Services Provider shall pay Liquidated damages for non-delivery to the Employer at 0.01% Per day with a maximum of 4% of the whole contract price. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's other liabilities.

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 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		

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, 2015 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]

herby 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.

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-ORC-64/2022/2023** on the website of the Public Entity www.omusatirc.gov.na 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 VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

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

Subject and GCC clause reference	Special Conditions
GCC 1.1(h) Purchaser	The purchaser is: Omusati Regional Council
GCC 1.1(m) Site	The Site/destination for delivery of the Goods is Outapi Constituency
GCC 4.2(b) Incoterms Edition	Incoterms shall be governed by the rules prescribed in Incoterms 2010. DAP-Delivered at Outapi Constituency
GCC 8.1 Notices	Any notice shall be sent to the following addresses: For the Omusati Regional Council, the address and the contact name shall be: Mr. Erwin Kamati, Omusati Regional Council, Erf 34, Namaungu Street, Outapi, Telephone: 065-251019, Facsimile number: 065-251078, e-mail: pmuqueries@omusatirc.gov.na For the Supplier, the address and contact name shall be: _____
GCC 10.2 Disputes	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: Not applicable
Delivery and Documents GCC 13.1	The Goods are to be delivered within 14 days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note;

Subject and GCC clause reference	Special Conditions
Price Adjustment GCC 15.1	The price charge for the Goods supplied and the related Services performed shall as appropriate] not adjustable. If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used. Not Applicable
Terms of Payment GCC 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 (30) days as case might be after submission of an invoice and its certification by the Purchaser.
Terms of Payment GCC 16.4 (a)	The price shall not be adjustable to the fluctuation in the rate of exchange.
Payment Period GCC 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 0.001 is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.
Performance Security GCC 18.1	(i) No performance security is required
Discharge of Performance Security GCC 18.4	The performance security will be discharged and returned to the supplier not later than following completion date. Not Applicable
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Not Applicable
Insurance GCC 24.1	Insurance shall be governed by the rules prescribed in Incoterms 2010.
Transportation GCC 25	The Goods shall be delivered: Not Applicable

Subject and GCC clause reference	Special Conditions
Inspection and Test GCC 26.1	The inspection and tests shall be at Outapi Constituency Office
Location of Inspection and Tests GCC 26.2	The inspections and tests shall be conducted at: Outapi Constituency Office
Liquidated Damages GCC 27.1	Liquidated damages for the whole contract are <i>0.01</i> per working day. The maximum amount of liquidated damages for the whole contract is <i>4%</i> of the final contract price.
Warranty GCC 28.3	The period of validity of the warranty shall be: <i>1 year</i> For the purpose of the Warranty, the place(s) of the final destination(s) shall be: Outapi Constituency Office
Repair and Replacement GCC 28.5	The period for repair or replacement shall be: <i>1 year</i>

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.:**

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Securing Declaration		
Evidences for conformity of Goods		

