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## Kunene Regional Council



Private Bag 502  
Opuwo

Enq: T.K. Kulunga

29 July 2019

# STANDARD BIDDING DOCUMENTS

*for*

## Request for Sealed Quotations

[Issued in terms of section 7(1)(1) of the Public Procurement Act, 2015]

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**Supply of Building Materials for Omuhoro Corrugated Iron  
Classrooms for Epupa Constituency**

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**Procurement Reference No: G/RFQ/KRC-09/2019**

**Kunene Regional Council  
Procurement Management Unit  
Mbumbijazo Muharukua Street  
Private Bag 502  
Opuwo, Namibia**

Tel: +264 65 273590  
|Fax: +264 65 273077  
|Email: [pmu.kunenerc@gmail.com](mailto:pmu.kunenerc@gmail.com)



Tel: 067-274522

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# Kunene Regional Council

EPUPA Constituency Office



P/Box 502

Enq: T.Kulunga

29 July 2019

## Letter of Invitation

To:

.....  
 .....  
 .....  
 .....

Procurement Reference No: **G/RFQ/KRC-09/2019**

Dear Sir/Madam,

### Supply of Building Materials for (Omuhoro) Corrugated Iron Classrooms for Epupa Constituency

Kunene 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.

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Queries, if any, should be addressed to Saara Nampala, the Head of Procurement Management Unit at Kunene Regional Council, Private Bag 502, Opuwo. On 065 273590 or email address: [pmu.kunenerc@gmail.com](mailto:pmu.kunenerc@gmail.com).

Yours faithfully,

Mr.K.Sinvula  
 Acting Chief Regional Officer



## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **1. Rights of Public Entity**

The Kunene 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 Security;
- (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;
- (c) have an original valid good Standing Social Security Certificate;
- (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;
- (e) have a certificate indicating SME Status (for Bids reserved for SMEs);

### **5. Delivery**

Delivery shall be 15 days after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted.

### **6. Sealing and Marking of Quotations**

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

## **7. Submission of Quotations**

Quotations should be deposited in the Quotation/Tender Box located at Kunene Regional Council, Mbumbijazo Muharukua Street, P/Bag 502, Opuwo, not later than **22 August 2019**. Quotations by post or hand delivered should reach Kunene Regional Council, Mbumbijazo Muharukua Street, P/Bag 502, Opuwo by the same date and time at latest **11h00 am**. Late quotations will be rejected. Quotations received by e-mail will not be considered.

## **8. 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 absence of a Bid Security will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

## **9. Evaluation of Quotations**

The Kunene 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.

## **10. 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 Public Entity's 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.

## **11. Prices and Currency of Payment**

Prices shall be fixed in Namibian Dollars.

### **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.

### **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.

## SECTION II: QUOTATION LETTER

Quotation addressed to: <i>[name of Public Entity]</i>	
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, 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 Security / 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

The validity period of the Quotation is 60 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		

**Appendix to Quotation Letter**

**BID SECURING DECLARATION**  
**(Section 45 of Act)**  
**(Regulation 37(1)(b) and 37(5))**

**Date:**.....  
*[Day|month|year]*

**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)



**REPUBLIC OF NAMIBIA**

**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]

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.*





		SIGNATURE	DATE		TOTAL		
NAME:	POSITION..... ..... ..... .....	..... ..... .....					
NAME OF COMPANY:	ADDRESS:						

Section VII. Special Conditions of Contract11

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 VIII: SPECIAL CONDITIONS OF CONTRACT**

Procurement Reference Number: **G/RFQ/KRC-09/2019**

The clause numbers given in the first column correspond to the relevant clause number of the GCC. [*This section is to be customised by the Public Entity to suit the requirements of the specific procurement*].

<b>Subject and GCC clause reference</b>	<b>Special Conditions</b>
<b>Purchaser GCC 1.1(h)</b>	The purchaser is: <b>Kunene Regional Council, Opuwo</b>
<b>Site GCC 1.1(m)</b>	The Site/final destination for delivery of the Goods is <b>Omuhoro village</b>
<b>Incoterms Edition GCC 4.2(b)</b>	Incoterms shall be governed by the rules prescribed in Incoterms 2010.

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<b>Subject and GCC clause reference</b>	<b>Special Conditions</b>
<b>Notices GCC 8.1</b>	<p>Any notice shall be sent to the following addresses:</p> <p>Procurement Management Unit Kunene Regional Council Mbumbijazo Muharukua Street Private Bag 502, Opuwo Tell: 065-273950</p>
<b>Disputes GCC 10.2</b>	<p>The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: Shall be in writing and addressed to PMU.</p>
<b>Delivery and Documents GCC 13.1</b>	<p>The Goods are to be delivered within <b>15</b> days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note; original invoice and original purchase order</p>
<b>Price Adjustment GCC 15.1</b>	<p>The price charge for the Goods supplied and the related Services performed shall be fixed.</p>
<b>Terms of Payment GCC 16.1</b>	<p>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</p>
<b>Terms of Payment GCC 16.3</b>	<p>Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.</p>
<b>Terms of Payment GCC 16.4 (a)</b>	<p>The price "<i>shall not be</i>" adjustable to the fluctuation in the rate of exchange.</p>

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Subject and GCC clause reference	Special Conditions
<b>Payment Period</b> <b>GCC 16.5</b>	<p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p>i) <b>On Acceptance:</b> 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.</p> <p>ii) An interest rate of <b>10%</b> is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.</p>
<b>Performance Security</b> <b>GCC 18.1</b>	<p>(i) No performance security is required</p>
<b>Discharge of Performance Security</b> <b>GCC 18.4</b>	<p>The performance security will be discharged and returned to the supplier not later than <b>15 days</b> following completion date.</p>
<b>Packing</b> <b>GCC 23.2</b>	<p>The packing, marking and documentation within and outside the packages shall be: Procurement Management Unit, Kunene Regional Council  Mbumbijazo Muharukua Street, Private Bag 502, Opuwo, Tell: 065-273950  Procurement reference number: <b>G/RFQ/KRC-09/2019</b></p>
<b>Insurance</b> <b>GCC 24.1</b>	<p>N/A</p>
<b>Transportation</b> <b>GCC 25</b>	<p>The Goods shall be delivered: <b>Omuhoro Village</b></p>
<b>Inspection and Test</b> <b>GCC 26.1</b>	<p>The inspection and tests shall be: <b>Done during the delivery of the items</b></p>
<b>Location of Inspection and Tests</b> <b>GCC 26.2</b>	<p>The inspections and tests shall be conducted at: <b>Epupa Constituency Office.</b></p>
<b>Liquidated Damages</b> <b>GCC 27.1</b>	<p>N/A</p>

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Subject and GCC clause reference	Special Conditions
<p><b>Warranty</b> <b>GCC 28.3</b></p>	<p>The period of validity of the warranty shall be: <b>90</b> day(s)</p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <b>Omuhoro Village</b></p> <p>For item 1, the minimum period of warranty/shelf life shall be <b>30 Days</b></p>
<p><b>Repair and Replacement</b> <b>GCC 28.5</b></p>	<p>The period for repair or replacement shall be: <b>30</b> day(s)</p>

## QUOTATION CHECKLIST SCHEDULE

**Procurement Reference No.: G/RFQ/KRC-09/2019**

Description	Attached (please tick if submitted and cross if not)
Quotation Letter	
List of Goods and Price Schedule	
Specification and Compliance Sheet	
Bid Security	
Evidences for conformity of Goods	
Company registration certificate from the Ministry of Industrialisation, Trade and SME Development	
Valid good standing Tax Certificate	
Valid good standing Social Security Certificate	
Valid Affirmative Action Compliance Certificate	
SME Certificate	