

# OMAHEKE REGIONAL COUNCIL

DIRECTORATE OF EDUCATION, ARTS AND CULTURE

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## Request for Quotations

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

### For Non-Consultancy Service

**Procurement of transportation services for maize blend bags  
from Gobabis to schools in the Region**

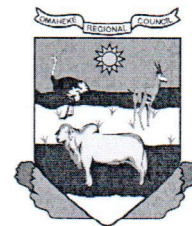
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**Procurement Reference No: NCS/RFQ/OMA/EDU-003/2023/2024**

Tel: +264 62 566 500  
Fax: +264 62 562 432  
Email: [imasiku@omahekerc.gov](mailto:imasiku@omahekerc.gov)

Private Bag 2004  
Gobabis



# OMAHEKE REGIONAL COUNCIL

## DIRECTORATE OF EDUCATION, ARTS AND CULTURE

Tel: +264 62 577 600  
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Private

Gobabis

### Letter of Invitation

Procurement Ref. No NCS/RFQ/OMA/EDU-003/2023/2024

To: .....

.....

.....

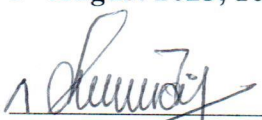
**Request for quotation for procurement of transportation services for 8226 (12.5kg) maize blend bags from Gobabis to primary schools in the region**

The *Directorate of Education, Arts and Culture (Omaheke Regional Council)* hereby invites you to submit your best quotation for the services described above.

Your offer should be made on this form, with any annex which you may wish to enclose, and should be sent or hand deliver to the following address: **Omaheke Regional Council Office Road Camp, Government Office Park, Ground Floor** in a sealed envelope marked Quotation  
 Reference No: NCS/RFQ/OMA/EDU-003/2023/2024

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

Your quotation should reach the **Directorate of Education, Arts and Culture** on or before the **1<sup>st</sup> August 2023, 10:00** the latest.

  
 Mr. SW Imasiku

Secretary: Procurement Committee

26/7/23  
 Date

## 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 site, or
- (b) to accept or reject any quotation or to cancel the quotation process; and
- (c) reject all quotations at any time prior to contract award.

### 2. Preparation of Quotations

You are requested to quote for the services mentioned in Section III, by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Performance Standards in Section V; and
- (d) any other attachment as deemed appropriate.

You are advised to carefully read the complete Request for Quotations document, including the Contract Data Sheet 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 for *[insert number]* 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 or certified valid good Standing Tax Certificate;
- (c) have an original or certified 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);
- (f) Submit signed Bid-securing Declaration.
- (g)



## 5. Bid Securing Declaration

Bidders are required to *subscribe to a Bid Securing Declaration* for this procurement process.

## 6. Contract Period for Services

The contract shall be on fixed rate for a period of *[insert number of months/years]*

## 7. Documents to be submitted

Bidders shall submit along with their quotation documents giving company's profile, past experience and evidence of similar services provided with customers' reference details.

## 8. Sealing and Marking of Quotations

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

## 9. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at **Omaheke Regional Council Office Road Camp, Government Office Park, Ground floor** not later than **1<sup>st</sup> August 2023**. Quotations by post or hand delivered should reach **Omaheke Regional Council Office Road Camp, Government Office Park, Ground floor** by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

## 10. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 9 above. A record of the Quotation Opening stating the name of the Bidders and the amount, the presence or absence of a Bid-Securing Declaration will be put on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

## 11. 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 evaluated cost to determine the lowest evaluated quotation

## 12. Scope of Services and Performance Standards

The Scope of Services, Specifications and Performance standards detailed in Sections III and V are to be complied with.



### **13. Price and Currency of Payments**

Quotations shall be fixed in Namibian Dollars and all payments will be made in this currency. 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.

### **14. Labour Clause**

In order to qualify for award of the Contract, bidders shall subscribe to the undertaking that the salaries and wages to be paid in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide to the sub-clause 4.6 of the General Conditions of Contract, if it is awarded the contract or part thereof.

### **15. Margin of Preference**

15.1. The applicable margins of preference and their application methodology are as follows:

*Not applicable*

15.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of:

*Not applicable*

### **16. Award of Contract**

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the service 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 and General Conditions of Contract.

### **17. Notification of Award and Debriefing**

The Public Entity shall after award must 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 of ward on its website within seven (7) days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven days (7) days of the unsuccessful bidders being informed of the award.

## 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 Priced Activity Schedule 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 may be rejected.]*

Quotation Addressed to: <i>[Name of Public Entity]</i>	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to provide the services detailed in the Scope of Services, 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: Request for Quotations.

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 *[forfeiture of the security amount / disqualification on the grounds mentioned in the BDS]*

We declare that the salaries and wages to be paid in respect of this quotation are compliant with the relevant Laws, Remuneration Order and Award where applicable and that we shall abide to clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.

The validity period of our quotation is \_\_\_\_\_ days *[insert number of days]* from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced 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 bid validity.

The service will commence within \_\_\_\_\_ *[insert number]* days from date of issue of Purchase Order/Letter of Acceptance.

The services will be completed within \_\_\_\_\_ *[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./E-mail	



## 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: .....

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, 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.

### SECTION III: SCOPE OF SERVICES

**Provision of transportation services for 8226 maize bag from Gobabis to different schools in the region**

### SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: \_\_\_\_\_

*[Complete the unit and total prices for each item listed below in Namibian Dollars. Authorize the prices quoted in the signature block below. The table shown hereunder may be redesigned and customized as per the type of services required].*

**Currency of Quotation: Namibian Dollars**

Item No	Brief Description of Services	Quantity	Unit Measure	Unit Price	Total Price
A*	B*	C*	D*	E	F
1	Transportation services for maize bag from Gobabis to different schools in the region	8226 (12.5kg)			
2					
3					
4					
5					
6					
Other additional costs					
Subtotal					
VAT @        %					
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:**

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		



## SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARDS COMPLIANCE SHEET

**Procurement Reference Number:** NCS/RFQ/OMA/EDU-003/2023/2024

*[Bidders should complete columns C and D with the specifications and Performance standards of the services 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.]*

Item No	Specifications and Performance Required	Compliance Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1	( See page 17&18)		
2			
3			
4			
5			
6			

\* Columns A and B to be completed by Public Entity.

**Specifications and Performance Standard Compliance Sheet Authorised By:**

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company		

## 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) Ref: NCS-LS/RFQ-GCC for procurement of services (lump-sum) available on the website of the Public Entity (*insert website address*) except where modified by the Special Conditions below.

## SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: \_\_\_\_\_

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

Subject and GCC Reference	Special Conditions
<b>Definitions</b> GCC 1.1(a)	Adjudicator is Not Applicable for this contract
<b>Definitions</b> GCC 1.1(l)	The Member is: <i>[to be inserted at contract signing]</i>
<b>Definitions</b> GCC 1.1(o)	The Service Provider is: <i>[to be inserted at contract signing]</i>
<b>Notices</b> GCC 1.4	Any notice shall be sent to the following addresses: For the [Public Entity], the address and the contact name shall be: _____ For the [Service Provider], the address and contact name shall be <i>[to be inserted at contract signing]</i> : _____
<b>Authorised Representatives</b> GCC 1.6	The Authorised Representatives are: For the Public Entity: _____ For the Service Provider <i>[to be inserted at contract signing]</i> : _____
<b>Effectiveness of Contract</b> GCC 2.1	The date on which this Contract shall come into effect is _____



<b>Starting Date</b> GCC 2.2.2	The intended starting date for the commencement of Services is _____.
<b>Intended Completion Date</b> GCC 2.3	The intended completion date is _____.
<b>Prohibition</b> GCC 3.2.3(c)	List of Activities: _____.
<b>Service Provider's Actions Requiring Public Entity's Prior approval</b> GCC 3.7(c)	The other actions are _____.
<b>Documents Prepared by Service Provider to be the Property of the Public Entity</b> GCC 3.9	Restrictions on the use of documents prepared by the Service Provider are: _____
<b>Payments of Liquidated Damages</b> GCC 3.10.1	Liquidated damages for the whole contract are [5%] per week. The maximum amount of liquidated damages for the whole contract is [20%] of the final contract price.
<b>Lack of Performance Penalty</b> GCC 3.10.3	The percentage _____ to be used for the calculation of lack of Performance Penalty(ies) is _____. (Where applicable)
<b>Performance Security</b> GCC 3.11	(i) No Performance Security is required*

<b>Assistance and Exemptions</b> GCC 5.1	The assistance and exemptions provided to the Service Provider are <i>(where applicable)</i> : _____
<b>Contract Price</b> GCC 6.2(a)	The amount in local currency is _____.
<b>Terms and Condition of Payment</b> GCC 6.4	Insert the payment terms in line with the GCC.
<b>Interest on Delayed Payments</b> GCC 6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents, and within _____ days in the case of the final payment. The interest rate is _____.
<b>Price Adjustment</b> GCC 6.6.1	Price adjustment <b>is not</b> applicable.
<b>Identifying Defects</b> GCC 7.1	The following inspections shall be carried out: _____ The defect liability period is: _____
<b>Dispute Settlement</b> GCC 8.2	In cases where no adjudicator has been appointed the 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 court by either party.
<b>Dispute Settlement</b> GCC 8.2.3	Not Applicable
<b>Dispute Settlement</b> GCC 8.2.4	The arbitration procedures of _____ will be used (applicable to overseas service provider)
<b>Dispute Settlement</b> GCC 8.2.5	Not Applicable



## (a) COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	NS	NS
<b>Raw Materials, Accessories &amp; Components</b>		
• Imported (CIF)	.....	
• Local (VAT & Excise Duty Fee)	.....	.....
<b>Labour Cost</b>		
• Direct Labour	.....	.
• Clerical Wages	.....	.
• Salaries to Management	.....	.....
<b>Utilities</b>		
• Electricity	.....	
• Water	.....	
• Telephone	.....	.....
<b>Depreciation</b>	.....	
<b>Interest on Loans</b>	.....	
<b>Rent</b>	.....	.....
<b>Other (please specify)</b>		
• .....	.....	
• .....	.....	
• .....	.....	.....
<b>TOTAL COST</b>		

$$\text{Local Value Added} = \frac{\text{Total Cost} - \text{Cost of imported inputs}}{\text{Total Cost}} \times 100$$

NB! The cost structure should be certified by a Certified Accountant

**SCHEDULE 3****QUOTATION CHECKLIST SCHEDULE**

*[Public Entity to update the Checklist to ensure that it contains the documents required from Bidders for the specific procurement]*

**Procurement Reference No.:** .....

<b>Description</b>	<b>Attached (please tick if submitted and cross if not)</b>
Quotation Letter	
Priced Activity Schedule	
Performance Compliance Sheet	
Bid Securing Declaration	
Valid company Registration Certificate	
Valid good Standing Tax Certificate	
Valid good Standing Social Security Certificate	
Valid certified copy of Affirmative Action Compliance Certificate	

**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.



## **Specifications and Performance Required**

### **1. STANDARDS FOR TRANSPORT CAPACITY**

- 1.1. At time of tendering, the Tenderer shall have vehicle with a minimum trucking capacity of **11 MTN (900 X12.5KG BAGS)**
- 1.2. Provide information on type, registration number and loading capacity of each vehicle intended for use in that region.
- 1.3. The Tenderer shall provide proof of particulars of ownership, lease or proof of intent to purchase or lease transport to the satisfaction of the Tender Board.
- 1.4. The Tenderer shall have transport which is weather proof at all relevant times (the vehicles shall have the tents and net to the satisfaction of the Board).
- 1.5. To the extent possible, the Tenderer shall include full particulars of vehicles concerning type, registration number (including certified copies of proof of registration where possible) and loading capacity of each vehicle intended for use.
- 1.6. No subcontractor is allowed

### **2. QUALITY CONTROL BY THE TENDERER**

- 2.1. The Commodities shall comply with all relevant national food laws, regulations and standards.
- 2.2. In the event of any part of a batch being found unsatisfactory, the complete batch may be withdrawn WITHOUT ANY PAYMENT MADE TO THE TENDERER.

### **3. STANDARDS FOR DELIVERY OF THE COMMODITIES**

- 3.1. The Commodities shall be transported in clean and hygienic vehicles and shall, during transportation, be covered by suitable covering material.
- 3.2. The Commodities delivered to the warehouses shall be fit for human consumption, uncontaminated and fresh without ingredients that are harmful or injurious to human health.
- 3.3. Each delivery shall be accompanied by four (4) copies of a Delivery Note specifying:
  - 3.3.1. Batch number and identifier
  - 3.3.2. Delivery address
  - 3.3.3. Number of bags
  - 3.3.4. Total nett mass of delivery
  - 3.3.5. Total gross mass of delivery
- 3.4. The Bidder shall ensure that the Delivery Note is verified and signed by the relevant school staff after off-loading at the destination point (school)

### Distribution List

NO.	Name of school	Quantity of Bags (12.5 kg)	Mass (kg)	MTN per bags
1	Blouberg PS	114	12.5	1425.00
2	Helena PS	158	12.5	1975.00
3	Donkerbos PS	62	12.5	775.00
4	Traugott Kandorozi PS	83	12.5	1037.50
5	Tianyu Hapiness Hope PS	296	12.5	3700.00
		<b>713</b>	<b>12.5</b>	<b>8 912.50</b>
6	Gunichas PS	27	12.5	337.50
7	Naosanabis PS	416	12.5	5200.00
8	Mokaleng Combine School	63	12.5	787.50
9	Motsomi PS	102	12.5	1 275.00
10	Mphe Thuto PS	153	12.5	1 912.50
		<b>761</b>	<b>12.5</b>	<b>9 512.50</b>
11	Drimiopsis PS	720	12.5	9 000.00
12	Gqaina PS	46	12.5	575.00
13	Epukiro RC PS	60	12.5	750.00
		<b>826</b>	<b>12.5</b>	<b>10 325.00</b>
14	C. Ngatjizeko PS	462	12.5	5 775.00
15	Usiel Ndjavera PS	513	12.5	6 412.50
16	Otjiuaneho PS	43	12.5	537.50
17	Morukutu PS	139	12.5	1 737.50
18	Goeie Hoop PS	177	12.5	2 212.50
19	Omuaturua PS	158	12.5	1 975.00
20	Eiseb PS	85	12.5	1 062.50
		<b>1 577</b>	<b>12.5</b>	<b>19 712.50</b>
21	#Khoandawes PS	895	12.5	11 187.50
22	Rakutuka PS	347	12.5	4 337.50
23	Gobabis Project PS	1201	12.5	15 012.50
24	Gobabis PS	614	12.5	7 675.00
25	Otjivero Primary School	412	12.5	5 150.00
26	Nossob Combine school	490	12.5	6 125.00
27	Nossobville PS	56	12.5	700.00
28	Ben v/d Walt PS	104	12.5	1 300.00
29	Light of the Children	230	12.5	2 875.00
		<b>4349</b>		<b>54 362.50</b>
	<b>GRAND TOTAL</b>	<b>8226</b>		<b>102,285</b>