



KAVANGO EAST REGIONAL COUNCIL

DIRECTORATE OF WATER SUPPLY AND SANITATION COORDINATION

Request for Sealed Quotations for Goods

PROCUREMENT OF TOILET PAPERS

Procurement Reference No: G/RFQ/ KERC-DWSSC-07/022/2024/2025

Private Bag 2124,
Maria Mwengere Street
Rundu,
Tel: 066 266000/12/32; Fax No: 066 255396



Letter of Invitation

16 January 2025

Procurement Reference No: G/RFQ/KERC-DWSSC-07/022/2024/2025

Dear Sir or Madam

Request for Quotations for the Supply of Toilet Papers

The Kavango East Regional Council invites you to submit your best bid for the procurement of Toilet Papers. Any resulting contract shall be subject to terms and conditions referred to in the document.

Queries, if any, should be addressed to **Mr. JK Shinkanda, Telephone: 066 - 266100**

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

Yours faithfully,

A handwritten signature in black ink, appearing to be 'J M Kangumbe', written over a horizontal line.

Mr. J M Kangumbe

Head: Procurement Management Unit



20/01/2025

Date

SECTION I: INVITATION FOR BIDS

1. Rights of Public Entity

The *Kavango East 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 bid; and
- (c) To cancel the bidding process and reject all bids at any time prior to contract award.

2. Preparation of quotation

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 in 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 Invitation for Bids document, including the Special Conditions of Contract in Section VII, before preparing your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

3. Validity of Quotation

The Quotation validity period shall be 30 days from the date of the 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);
- (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;
- (h) **Business principles must be in line with this procurement**
- (i) **Attach a certified copy of an Identity document of the company owner**

PLEASE NOTE: Compliance to Section 66A of the Public Procurement Act, Act. 15 of 2015 as amended shall apply.

5. Bid Securing Declaration

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

6. Delivery

Delivery shall be 30 days after acceptance/issue of the Purchase Order. Deviation in the 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 the Public Entity 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 the **Kavango East Regional Council** not later than **27 January 2025, at 11h00**. Quotations by post or hand delivered should reach *Kavango East Regional Council, Office number 11* by the same date and time at the 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, and the presence or absence of a Bid Security/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 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. 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 Public Entity. 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.

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 shall be fixed in Namibian Dollars.

13. Award of Contract

The Bidder having submitted the lowest evaluated responsive bid and qualified to supply the goods or items and related services shall be selected for award of the contract. Award of the contract shall be by issuing a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract and General Conditions of Contract.

14. 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

(To be completed by Bidders)

*[Complete this form with all the requested details and submit it as the first page of your bid with the Price list and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RB prevail over any attachments. **If your bid is not authorised, it will be rejected***

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, *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 Invitation for Bids referenced above.

We confirm that we are eligible to participate in this bidding exercise and meet the eligibility criteria specified in Section 1: Invitation for Bids.

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act 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 *[forfeiture of the security amount/disqualification on the grounds mentioned in the BD]*.

We confirm that our quoted prices 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 bid validity.

We confirm the delivery period offered, from the date of issue of the Purchase Order/Letter of Acceptance 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./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.: G/RFQ/KERC-DWSSC-07/022/2024/2025

To: Kavango East Regional Council

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:

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

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.

QUOTATION FOR: TOILET PAPERS

Procurement Ref No.: G/RFQ/KERC-DWSSC-07/022/2024/2025

ON: POLICY MAKERS INSTRUCTIONS TO THE PUBLIC BODY

At time of preparation of the RFO, Columns A to E shall be filled in by the Public Entity.

[To be filled by the Public Entity]

INSTRUCTIONS TO BIDDERS

Bidders shall fill-in columns E -- I and fill the total

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

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/KERC-DWSSC-07/022/2024/2025**

[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.]

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	TOILET PAPERS 2PLY 48's		

** 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/KERC-DWSSC-07/022/2024/2025** on the website of the **Kavango East Regional Council** 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/KERC-DWSSC-07/022/2024/2025**

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].*

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1(h)	The purchaser is: <i>Kavango East Regional Council</i>
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is DWSSC Office Rundu
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
Notices GCC 8.1	Any notice shall be sent to the following addresses: For the Secretariat, Procurement Committee, Kavango East Regional Council, Private Bag 2124, Rundu and the contact name shall be: Ms. Ludgela Nangura For the Supplier, the address and contact name shall be: _____
Disputes GCC 10.2	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:

Subject and GCC clause reference	Special Conditions
Delivery and Documents GCC 13.1	The Goods are to be delivered within 30 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> 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 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 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 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.
Performance Security GCC 18.1	(i) No performance security is required* * Delete as appropriate
Discharge of Performance Security GCC 18.4	Not applicable
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be:
Insurance GCC 24.1	[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]

Subject and GCC clause reference	Special Conditions
Transportation GCC 25	The Goods shall be delivered at DWSSC Office .
Inspection and Test GCC 26.1	The inspection and tests shall be: <i>The bidder shall bear the cost for repair and replacement of defective goods or parts thereof at no cost to Kavango East Regional Council – Sub Division: Water Supply and Sanitation Coordination.</i>
Location of Inspection and Tests GCC 26.2	The inspections and tests shall be conducted at: Water Supply Office, <i>Rundu</i>
Liquidated Damages GCC 27.1	Liquidated damages for the whole contract are <i>[insert percentage of the final contract price]</i> per day. The maximum amount of liquidated damages for the whole contract is <i>[insert percentage 4-10%]</i> of the final contract price.
Warranty GCC 28.3	<p>The period of validity of the warranty shall be: <i>[insert number]</i> day(s)</p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <i>[insert names(s) of location(s)]</i></p> <p>For item 1, the minimum period of warranty/shelf life shall be _____</p> <p>For item 2, the minimum period of warranty/shelf life shall be _____</p> <p>For item 3, the minimum period of warranty/shelf life shall be _____</p>
Repair and Replacement GCC 28.5	The period for repair or replacement shall be: <i>[insert number]</i> day(s)

SCHEDULE 3
QUOTATION CHECKLIST SCHEDULE

Procurement Ref No.: G/RFQ/KERC-DWSSC-07/022/2024/2025

Description	Attached	Not Attached
1) Quotation Letter		
2) Signed Bid Securing Declaration		
3) List of Goods and Price Schedule		
4) Specification and Compliance Sheet		
5) Valid certified copy of the Company Registration Certificate		
6) Original valid or certified Good Standing Tax Certificate		
7) Original valid or certified Good Standing Social Security Certificate		
8) Attach a certified copy of an Identity document of the company owner		
9) Affirmative Action Compliance Certificate		
10) have a certificate indicating SME Status (for Bids reserved for SMEs);		

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 bid 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.