

# **KAVANGO EAST REGIONAL COUNCIL**

#### DIRECTORATE OF WATER SUPPLY AND SANITATION COORDINATION

# REQUEST FOR SEALED QUOTATIONS FOR NON-CONSULTANCY SERVICES

PROCUREMENT OF CATERING SERVICES FOR WATSAN FORUM MEETING

Procurement Reference No: NCS/RFQ/KERC-DWSSC-01/027/2025/2026

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



#### Letter of Invitation

15 September 2025

Procurement Reference No: NCS/RFQ/KERC-DWSSC-01/027/2025/2026

Dear Sir or Madam

# REQUEST FOR QUOTATIONS FOR PROCUREMENT OF CATERING SERVICES FOR WATSAN FORUM MEETING

The Kavango East Regional Council invites you to submit your best bid for Catering Services for the WATSAN Forum Meeting. Any resulting contract shall be subject to the 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,

Mr. J M Kangumbe

Head: Procurement Management Unit

HEAD

1 6 SEP 2025

Date

16/09/2025

## **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 90 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;
- f) Submit a 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 (Catering)
- i) Attach a certified copy of an Identity document of the owner

#### 5. Bid Securing Declaration

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

#### 6. Services Completion Period

The completion period for services shall be 3 days after acceptance/issue of Purchase Order. Deviation in completion period shall be considered if such deviation is reasonable.

#### 7. Documents to be submitted

Bidders shall submit along with their quotations documents giving company's profile, past experience and evidence of similar services provided together 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, addressed to the Public Entity with the Bidder's name and contact information at the back of the envelope.

#### 9. Submission of Quotations

- Quotations should be deposited in the Quotation/Bid Box located at the Kavango East Regional Council not later than 24 September 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.

#### 10. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in instruction 9 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.

#### 11. 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.

#### 12. 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.

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

#### 13. 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.

14. Margin of Preference

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

Not Applicable

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

Not Applicable

#### 15. 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/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract and General Conditions of Contract

#### 16. 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 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: [name of Public	
Entity]	
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 Bidde	r	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))

Procurement Ref No.: NCS/RFQ/KERC-DWSSC-01/027/2025/2026

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 a	am/We are* not the successful Bidder
Signed:	
Capacity of:	
Name:	
Duly authorized to sign the bid for and on behalf of:	
Dated on day of ,	



# 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 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:

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.

### **SECTION III: SCOPE OF SERVICES**

The service which is requested is to provide Catering Services for the WATSAN Forum Meeting.

## **SECTION IV: PRICED ACTIVITY SCHEDULE**

Procurement Reference Number:

NCS/RFQ/KERC-DWSSC-01/027/2025/2026

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 re-designed and customized as per the type of services required].

**Currency of Quotation:** 

		,				
Item No	Brief Descriptions of Services	Quantity	Unit (NS)	Price	Total (NS)	Price
1	Morning Tea Break: Toast bread/Brochen variety, Tea, coffee, and juice, banana and apple fruits including sweets.	25 x 1 day				
	Bon aqua still water 500ml (one bottle per person)	25 x 1 day				
2	Lunch: Pap, Rice/Macaroni/Pasta, Potato salad, Green salad with meat, boerewors, chicken and hake fillets including cool drinks assorted (Coke/Fanta 500ml/Coke Zero, Juice 100% 330ml)	25 x 1 day				
	Bon aqua still water 500ml (one bottle per person)	25 x 1 day				
			Other additio costs	nal		
			Subtota	al		
			VAT @	<b>%</b>		
			Total			

Enter 0% VAT rate if VAT exempt.

Priced Activity Schedule Authorised By: [insert company seal]

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

<sup>\*</sup> Columns A to D to be completed as applicable by Public Entity

# SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARD COMPLIANCE SHEET

Procurement Reference Number:

NCS/RFQ/KERC-DWSSC-01/027/2025/2026

[Bidders should complete columns C and D with the specifications 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 of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
$A^*$	<b>B</b> *	C	D
1	Morning Tea Break:		
	Toast bread/Brochen variety, Tea, coffee, and juice, banana and apple fruits including sweets.		
	Bon aqua still water 500ml		
2	Lunch: Pap, Rice/Macaroni/Pasta, Potato salad, Green salad with meat, boerewors, chicken and hake fillets including cool drinks assorted (Coke/Fanta 500ml/Coke Zero, Juice 100% 330ml)		
	Bon aqua still water 500ml		

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

Name:		Signa	nture:
Position:		Date:	
Authorised for and on behalf of:	Compa	ny	·

<sup>\*</sup> Columns A and B to be completed by Public Entity.

# 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/RFQ/KERC-DWSSC-01/027/2025/2026 for procurement of services (lump-sum) available on the website of the Kavango East Regional Council except where modified by the Special Conditions below.

### SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: NCS/RFQ/KERC-DWSSC-01/027/2025/2026

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		
Definitions GCC 1.1(a)	Adjudicator is Not Applicable for this contract		
Definitions GCC 1.1(l)	The Member is: [to be inserted at contract signing]		
Definitions GCC 1.1(0)	The Service Provider is: [to be inserted at contract signing]		
Notices GCC 1.4	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 [Service Provider], the address and contact name shall be [to be inserted at contract signing]:		
Authorised Representatives GCC 1.6	The Authorised Representatives are:  For the Public Entity:  For the Service Provider[to be inserted at contract signing]:		
Effectiveness of Contract GCC 2.1	The date on which this Contract shall come into effect is		

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

Assistance and Exemptions GCC 5.1	The assistance and exemptions provided to the Service Provider are (where applicable):
Contract Price GCC 6.2(a)	The amount in local currency is
Terms and Condition of Payment GCC 6.4	Insert the payment terms in line with the GCC.
Interest on Delayed Payments	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.
GCC 6.5	The interest rate is
Price Adjustment	Price adjustment is not applicable.
GCC 6.6.1  Identifying Defects GCC 7.1	The following inspections shall be carried out: The defect liability period is:
Dispute Settlement 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.
Dispute Settlement GCC 8.2.3	Not Applicable
Dispute Settlement GCC 8.2.4	The arbitration procedures of will be used (applicable to overseas service provider)
Dispute Settlement GCC 8.2.5	Not Applicable

#### SCHEDULE 3

## **QUOTATION CHECKLIST SCHEDULE**

### Procurement Ref No.: NCS/RFQ/KERC-DWSSC-01/027/2025/2026

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) Have a valid certified copy of Affirmative Action Compliance Certificate,		
9) have a certificate indicating SME Status;		
10) Attach a certified copy of an Identity document of the owner		

**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.