



REPUBLIC OF NAMIBIA

MINISTRY OF FINANCE

Request for Sealed Quotations

for

Procuring of refreshment for the period February 2021 TO
31 March 2022.

Procurement Reference No: G/RFQ/09-63/2020

Tel 061-209 2802, e- mail: libertina.heelu@mof.gov.na

**REPUBLIC OF NAMIBIA**

MINISTRY OF FINANCE

Tel: (061) 2092369 (09-264-61 International Dialling Code) PRIVATE BAG 13295
Fax: (061) 088634737 WINDHOEK

Letter of Invitation

TO: ALL BIDDER

04 January 2021

REFERENCE NUMBER: G/RFQ/09-63/2020

DEADLINE FOR SUBMISSION: 25 January 2021, 11:00

Dear Sir/Madam

Procuring of refreshment for the period February 2021 TO 31 March 2022.

The Ministry of Finance invites you to submit your best quote for the services described in detail hereunder, page 7 - 9.

Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to Ms. L. Heelu, Procurement Management Unit.

Please prepare and submit your quotation in accordance with the instructions given.

Yours faithfully,

.....
MRS. NGHIKONGWA
PROCUREMENT MANAGEMENT UNIT



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Ministry of Finance 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 30 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 certified copy of company Registration Certificate;**
- (b) **have an original or certified copy of valid good Standing Tax Certificate;**
- (c) **have an original or certified copy of 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 written undertaking as contemplated in section 138(2) of the Labour Act, 2007**
- (f) **submit signed Bid Securing Declaration**
- (g) **submit duly completed, initiated and signed bidding document**
- (h) **submit duly signed and completed Quotation Letter**
- (j) **this bid is reserved for Namibians only.**
- (k) **have minimum of two reference letters from the clients (catering services) performed within the last two years.**
- (l) **have a fitness certificate from Local Authority**

5. Bid Securing Declaration

Bidders are required to submit:

Bid Securing Declaration for this procurement process.

6. Delivery

Delivery shall be on request 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:

Physical inspection and quantity verification

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 delivered in the Quotation/Bid Box located in the corner of John Meinert and Robert Mugabe Street, 114 Agri House Building, Ground Floor, not later than **25 January 2021 at 11:00**. Quotations by post or hand delivered should reach, 114 Agri House Building, Ground Floor, 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 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.

12. Margin of Preference

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

Preference will be given to Namibian Companies.

13. 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.

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 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:	Ministry of Finance
Procurement Reference Number:	G/RFQ/09-63/ 2020
Subject matter of Procurement:	Procuring of refreshment for the period February 2021 TO 31 March 2022.

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 disqualification on the grounds mentioned in the BD.

The validity period of the Quotation is..... 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:

Procurement Ref No.: G/RFQ/09 –63/2020

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.]

SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR Procuring of refreshment for the period February 2021 TO 31 March 2022. Procurement ref no: G/RFQ/09 – 63/2020

INSTRUCTIONS TO THE PUBLIC ENTITY

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

INSTRUCTIONS TO BIDDERS

- 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

A	B	C	D	E	F	G	H	I		
Item no.	Description of Goods	Quantity required	Unit of measures	*	Price per unit NAD ¹	Total price without VAT NAD	VAT: NAD	Total price incl NAD Vat	Delivery (days/mo nth)	Country of Origin
	Procuring of refreshment for the period February 2021 TO 31 March 2022.									
	Meat Platter	3- 5 people								
		10 people								
		10 – 15 people								
		15 – 20 people								
	Fruits Platter	3- 5 people								
		10 people								
		10 – 15 people								
		15 – 20 people								

	Sandwich Platter	3- 5 people																			
		10 people																			
		10 – 15 people																			
		15 – 20 people																			
	Half brotchens with different toppings platter	3- 5 people																			
		10 people																			
		10 – 15 people																			
		15 – 20 people																			
	Vegetables platter	3- 5 people																			
		10 people																			
		10 – 15 people																			
		15 - 20 people																			
	Cool drink	1	330 ml																		
	Juice (100%)	1	330ml																		
	Still water (Namibia product)	1	330ml																		
	The successful bidder																				

	must be able to supply and deliver goods on a short notice.								
	TOTAL								
NAME:		POSITION:			SIGNATURE			DATE	
NAME OF BIDDER:		ADDRESS:							

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, NO=NO QUOTE

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **G/RFQ/09 - 63/2020**

[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>
	Procuring of refreshment for the period February 2021 TO 31 March 2022.		

Specifications and Compliance Sheet Authorised By:

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



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour Act, 2007 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*

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/09-63/2020

SECTION VII: 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/09-63/2020

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

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1(h)	The purchaser is: Ministry of Finance
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is: Ministry of Finance
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 Ministry of Finance, the address and the contact name shall be: P/Bag 13295, Windhoek Procurement Management Unit: Ms N Kafita, 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: Not Applicable _____

Subject and GCC clause reference	Special Conditions
Delivery and Documents GCC 13.1	The Goods are to be delivered on request from the date of purchase order/receiving Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note;
Price Adjustment GCC 15.1	All the prices charge for the Goods supplied and the related Services performed shall be not adjustable
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 days after submission of an invoice and its certification by the Purchaser.
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	Not applicable
Discharge of Performance Security GCC 18.4	The performance security will be discharged and returned to the supplier not later than: Not applicable
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Not applicable
Insurance GCC 24.1	Where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation: Not applicable
Transportation GCC 25	The Goods shall be delivered at: Ministry of Finance
Inspection and Test GCC 26.1	The inspection shall be: The quantity and freshness of goods will be inspected.

Subject and GCC clause reference	Special Conditions
Location of Inspection and Tests GCC 26.2	The verification shall be conducted at: Ministry of Finance
Liquidated Damages GCC 27.1	Liquidated damages for the whole service level agreement are Not Applicable. The maximum amount of liquidated damages for the whole contract is 4-10% of the final contract price. Not applicable
Warranty GCC 28.3	<p>The period of validity of the warranty shall be: Not Applicable</p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be: Indicated offices</p> <p>For item 1, the minimum period of warranty/shelf life shall be N/A</p> <p>For item 2, the minimum period of warranty/shelf life shall be N/A</p> <p>For item 3, the minimum period of warranty/shelf life shall be N/A</p>

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
 P_0 = Contract Price (base price).
 a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
 b = estimated percentage of labor component in the Contract Price.
 c = estimated percentage of material component in the Contract Price.
 L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
 M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a , b , and c as specified by the Purchaser are as follows:

$a =$ *[insert value of coefficient]*

$b =$ *[insert value of coefficient]*

$c =$ *[insert value of coefficient]*

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = N/A prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance pay

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

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

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

Total

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

SCHEDULE

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: G/RFQ/09-63/2020

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

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.

Qualification and Eligibilities

(to be completed by Public Entity)

Mandatory Requirement	Yes	No
Certified copy of Company Registration Certificate (incorporating document)		
Certified copy or Original Good Standing Certificate from the Social Security Commission		
Certified copy or Original Good Standing Certificate from the Inland Revenue Department		
Certified copy of a valid Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
This bid is reserved for Namibians only.		
Duly completed and signed Bid Securing Declaration form		
Duly completed and signed Written undertaking in terms of section 138 of the Labour Act, 2007 and section 50(2)(D) of the Procurement Act		
Duly signed and completed Quotation Letter		
Duly completed, initiated and signed bidding documents		
Minimum of two reference letters from the clients (catering services) performed within the last two years.		

Fitness certificate from Local Authority		
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Agreement

THIS CONTRACT AGREEMENT is made:

the day of the month of.....2020

BETWEEN

Ministry of Finance
P/Bag 13295
Windhoek

And

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

Hereinafter called the “Service Provider for a procure of refreshment for the period of February 2021 TO 31 March 2022.

The amount for the contract will be determined as per requesting of refreshments

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract: Section VIII
 - (c) General Conditions of Contract: Section VI
 - (d) Specifications and Compliance sheet: Section V
 - (e) The Supplier’s Bid and original Price Schedules: Section III
 - (f) The Purchaser’s Notification of Award
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. The Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

- 5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed:

in the capacity of

in the presence of

For and on behalf of the Supplier

Signed.....*[insert signature of authorized representative(s) of the Supplier]*

in the capacity of*[insert title or other appropriate designation]*

in the presence of*[insert identification of official witness]*