



REPUBLIC OF NAMIBIA
OSHIKOTO REGIONAL COUNCIL



Tel: (065) 244 800
Fax: (065) 244 071
Enquiries: Ms. Hileni S. Mbeeli

P. O. Box 19247
OMUTHIYA
procurement@oshikotorc.gov.na

REQUEST FOR SEALED QUOTATIONS

FOR

PROVISION OF TOW-IN SERVICES FOR GRN VEHICLES OF OSHIKOTO REGIONAL COUNCIL AND DELEGATED FUNCTIONS, FOR A PERIOD OF THIRTY SIX (36) MONTHS

Procurement Reference No. NCS/RFQ/ORC-01/2024

BIDDER NAME _____

POSTAL ADDRESS: _____

CONTACT NUMBER _____

E-MAIL ADDRESS: _____

TOTAL BID PRICE: N\$ _____



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Letter of Invitation

Dear Potential Bidder,

Request for Quotations for provision of Tow in Services for Oshikoto Regional Council GRN Vehicles for the period of thirty six (36) months, Procurement Reference: NCS/RFQ/ORC-01/2024

The Oshikoto Regional Council invites you to submit your best quote for the services 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 before 14 January 2025 at 11h00.

Yours faithfully,

Secretary: Procurement Committee



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Oshikoto Regional Council 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 Bids

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 **180** days from the date of submission deadline.

4. Eligibility Criteria

	Document name / title
1	Certified copy of a valid Certificate of Good Standing for Procurement Purposes, issued by NAMRA.
2	Certified copy of a valid Affirmative Action Compliance Certificate (issued in terms of Section 42 of the Affirmative Action (Employment) Act 29 of 1998, as amended); or Letter from the Employment Equity Commission (letter should be on letterhead, stamped and signed by the EEC).
3	Certified copy of a valid Good Standing Certificate with the Social Security Commission.
4	Certified Copy of the Close Corporation Certificate (issued in terms of Act 26 of 1988) or Founding Statement or any other relevant Company Registration Certificate. These Certificates should clearly indicate the goods/services that the Supplier/Bidder is registered to render.
5	Certified copy of a valid Certificate of Registration as an SME, issued by the Ministry of Industrialisation and Trade (if applicable).
6	A written undertaking issued in terms of Section 138 of the Labour Act, 2007 (Act No.11 of 2007), read in conjunction with Section 50 (2) (d) of the Public Procurement Act, 2015 (Act No.15 of 2015).
7	Attach proof of confirmation of account from a Namibia banking Institute, issued with the past 6 months.
8	Each page should be initialled and the business principal must be in line with this bid (Tow-In Services).
9	Documents giving company's profile, past experience and evidence of similar services provided with customers' reference details.
10	Bidder must have Flatbed Tow Truck or flatbed trailer or Wheel Lift Tow Truck/vehicle on the company name or company owner name.
11	Attach Picture for vehicle or truck to be used as well as ownership certificate, the vehicle or truck must be roadworthy.
12	Bidder must have premises within Oshikoto Region and/or any place of operation within 10 Kilometres proximity to Oshikoto Region (bidders are required to furnish fitness certificates of their business premises).
13	Bidder will be liable for any damage caused during Tow-in

5. Bid Securing Declaration

Bidders are required 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 twenty-four (36) months.

7. Documents to be submitted

Bidders shall submit along with their quotation documents as per paragraph 4 Eligibility Criteria.

8. Sealing and Marking of Bidding

Bids 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 Bid

Bidding document should be deposited in the Bid Box located at **Oshikoto Regional Council, Ground Floor**, not later than **14 January 2025** before **11:00**. Bid by post or hand delivered should reach **Oshikoto Regional Council, P. O. Box 19247, Omuthiya** by the same date and time at latest. Late bids will be rejected.

Bids received by fax or e-mail will not be considered.

10. Opening of Bids

Bids will be opened internally by the Public Entity immediately after the closing time referred to in section 9 above. A record of the bid Opening stating the name of the Bidders and the amount, the presence or absence of a Bid Security/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 Bids

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 bid.

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

Price 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:

N/A

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

N/A

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. Performance Security

N/A

18. 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 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 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 180 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:

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***

SECTION III: SCOPE OF SERVICES

**VEHICLES WILL BE INSPECTED BEFORE AND AFTER PROVISION OF TOW SERVICES,
AND BIDDER WILL BE HELD ACCOUNTABLE IF ANYTHING HEPPENED TO THE VEHICLE
WHILE DELIVERING SERVICE**

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].

Item No	Brief Description of Services	Quantity	Unit of Measurement	Unit Price N\$
A*	B*	C*	D*	E
1.	Ford Ranger 2.2 P SK	1	Each	
2.	Forklift 3Ton	1	Each	
3.	Hino Truck	1	Each	
4.	Hino, 40-Seater Bus	1	Each	
5.	Hino-Truck 500 (Manual)	1	Each	
6.	M/Benz Truck	1	Each	
7.	M-Benz Actors	1	Each	
8.	Nissan Hardbody S/C	1	Each	
9.	Tow in services for 4 ton truck	1	Each	
10.	Tow in services for 7 ton truck	1	Each	
11.	Tow in services for Hydro Blust Trailer	1	Each	
12.	Tow in services for Massey Ferguson Tractor	1	Each	
13.	Tow in services for Toyota Land Cruiser D/C	1	Each	
14.	Tow in services for Toyota Quantum Bus 14 Seat	1	Each	
15.	Tow in services for Venter Super Trailer	1	Each	
16.	Tow in services for Sedan	1	Each	
17.	Tow in services for Toyota Hilux D/C	1	Each	
18.	Tow in services for Toyota Hilux S/C	1	Each	
19.	Volkswagen VW 357 CADDY DEL	1	Each	

20.	Labour per hour	1	Each	
21.	Rate per Kilometer	1	Each	
Subtotal				
VAT @ 15%				
TOTAL N\$				

*Enter 0% VAT rate if VAT
exempt.*

SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARDS COMPLIANCE SHEET

Procurement Reference Number: _____

[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 of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1.	Ford Ranger 2.2 P SK		
2.	Forklift 3Ton		
3.	Hino Truck		
4.	Hino, 40-Seater Bus		
5.	Hino-Truck 500 (Manual)		
6.	M/Benz Truck		
7.	M-Benz Actors		
8.	Nissan Hardbody S/C		
9.	Tow in services for 4 ton truck		
10.	Tow in services for 7 ton truck		
11.	Tow in services for Hydro Blust Trailer		
12.	Tow in services for Massey Ferguson Tractor		
13.	Tow in services for Toyota Land Cruiser D/C		
14.	Tow in services for Toyota Quantum Bus 14 Seat		
15.	Tow in services for Venter Super Trailer		
16.	Tow in services for Sedan		
17.	Tow in services for Toyota Hilux D/C		
18.	Tow in services for Toyota Hilux S/C		
19.	Volkswagen VW 357 CADDY DEL		

* 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), **NCS/RFQ/ORC-01/2024** for the procurement of services (time based) available on the website of the Public Entity *www.oshikotorc.gov.na* except where modified by the Special Conditions below.

SECTION VII: CONTRACT DATA SHEET

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].

Clause	Contract Data
GCC 1.1 Effectiveness of Contract	The Contract to come into effect as from 02 January 2024 – 31 December 2027
GCC 1.3.1 Intended Completion date	Unless terminated earlier pursuant to sub-clause GCC 1.7 of the Contract, the Service Provider shall complete its activities by <i>to be determined by the after award</i> or by an additional period of 24 months.
GCC 1.6.1 Issue of notices	The Authorized Representative of the Employer is: The Authorized Representative of the Service Provider is: _____
GCC 2.6 Insurance and liabilities to Third Party	The amount of the Professional Indemnity Insurance Cover shall be at least: _____ N/A
GCC 2.7 Reporting Obligations	The Service Provider shall report to:
GCC 2.10 Performance Security	The Performance Security shall be for an amount <i>[5 to 10 %]</i> of the Contract Price or part thereof if the contract is awarded on a split basis N/A
GCC 4.2 Contract Price	The amount payable is: _____ per month.
GCC 4.3 Terms of Payment	Payments will be made to the Service Provider on a monthly basis [insert number of days] after receipt of invoice. On request
GCC 4.5 Price Adjustment	Prices “ <i>shall not be</i> ” adjustable.

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE**

Description	Attached (please tick if submitted and cross if not)
Quotation Letter	
Priced Activity Schedule	
Performance Compliance Sheet	
Bid Security (if applicable)	
Documents evidencing eligibility	
Company profile, past experience and references where similar services have been provided	



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of Section 138 of the Labour Act, 2007 (Act No. 11 of 2007) and Section 50(2)(d) of the Public Procurement Act, 2015 (Act No. 15 of 2015)

1. EMPLOYERS DETAILS

Company Trade Name: _____

Registration Number: _____

Vat Number: _____

Industry/Sector: _____

Place of Business: _____

Physical Address: _____

Telephone Number: _____

Cellphone: _____ 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, 2007 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(s) as stipulated in Section 138 of the Labour Act, 2007, which includes (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.