



Procurement Reference Number: G/RFQ/28-32/2024/25

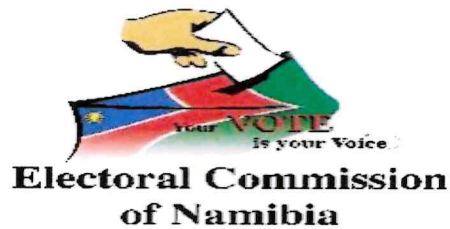
REQUEST FOR SEALED QUOTATIONS: GOODS

**Issued on Monday, 09 September 2024
Closing on Friday, 20 September 2024 @11H00**

SUPPLY AND DELIVERY OF ELECTION MATERIALS

Business Name:
Postal Address:
Contact Number:
Contact Person:
Email Address:

Bidders shall enclose Bidding Documents in a single sealed envelope. The outer part of the envelope shall bear the Employer's name and Bid Reference Number while the inner part should bear the Bidder's name and contact number to be deposited in the Bid Box at the Electoral Commission of Namibia , Head Office – WINDHOEK



**Request for Sealed Quotations
For Goods**

SUPPLY AND DELIVERY OF ELECTION MATERIALS

Procurement Reference No: G/RFQ/28-32/24/25

*Electoral Commission of Namibia, P/Bag 13352, Windhoek, 061-376200/376211/376215,
TKameya@ecn.na*



Letter of Invitation

Name of Bidder:

ADDRESS:

Procurement Reference Number: G/RFQ/28-32/24/25

Date: 09/09/2024

Dear Sirs,

REQUEST FOR QUOTATIONS FOR THE SUPPLY AND DELIVERY OF ELECTION MATERIALS

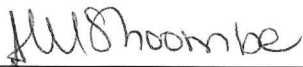
The **Electoral Commission of Namibia** invites you to submit your best quote for the items described in detail hereunder.

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

Queries, if any, should be addressed to *Mr. T.K KAKORORO 0811608930 for technical inquiries.*

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

Yours faithfully,



H. Shoombe
Secretary to the Procurement Committee

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The **Electoral Commission of Namibia** 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 company Registration Certificate;
- (b) have an original valid good Standing Tax Certificate or Certified Copy
- (c) have an original valid good Standing Social Security Certificate or Certified Copy
- (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) **Description of principal business:** to indicate among others General Dealers, Hardware Stores and General Distributors.

5. Bid Security/Bid Securing Declaration

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

6. Delivery

Delivery shall be *within 7 days* after acceptance/issue of Purchase Order. Deviation in delivery period *shall be considered if such deviation is reasonable*.

The following tests and inspections will be conducted on the goods at delivery:

Items will be tested against the provided specifications

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 **room number 261, 2nd floor, ECN Head Office, Windhoek**, not later than **20 September 2024 @ 11h00**. Quotations by post or hand delivered should reach ECN Head Office 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, the presence or absence of 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. Prices and Currency of Payment

Prices shall be fixed in Namibian Dollars.

13. Margin of Preference

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

Not applicable

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

Not applicable

14. 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.

15. 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: <i>[name of Public Entity]</i>	Electoral Commission of Namibia
Procurement Reference Number:	G/RFQ/28-32/24/25
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 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 *[forfeiture of the security amount / disqualification on the grounds mentioned in the BD]*.

The validity period of the Quotation is five 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.:

To: Electoral Commission of Namibia, P/Bag 13352, Windhoek

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

Witten 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: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: Supply and Delivery of Election Materials

Procurement Ref No. G/RFQ/28-32/24/25

INSTRUCTIONS TO THE PUBLIC ENTITY		INSTRUCTIONS TO BIDDERS						
At time of preparation of the RFQ, Columns A to D shall be filled in by the Public Entity. [To be filled by the Public Entity]		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						
A Item no.	B Description of Goods	C Quantity required	D Unit of measures	E * Price per unit NAD ¹	F Total price without VAT NAD	G VAT: NAD	H Delivery weeks) (days/m onth	I Country of Origin
1.	Water Container PVA natural with cap 25L	2000	Each					
2.	Jerry can metal for fuel 25L	500	Each					
3.	Jerry can plastic yellow or equivalent colour	500	Each					
4.								
5.								
6.								
7.								
				TOTAL				
NAME: H. SHOOMBE		POSITION: CAO		SIGNATURE:		DATE: 09/09/2024		
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, 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/28-32/24/25

[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	Water Container PVA natural with cap 25L. (as per attached specifications)		
2	Jerry can metal for fuel 25L (as per attached specifications)		
3	Jerry can plastic yellow or equivalent colour (as per attached specifications)		

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

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	

Section VII Special Conditions of Contract 11

Authorised for and on behalf of:	Company	
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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-GCC** on the website of the Public Entity (*insert website address*) 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/28-32/24/25

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>Electoral Commission of Namibia</i>
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is ECN Head Office
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 Electoral Commission of Namibia the address and the contact name shall be: P/Bag 13352, Windhoek or 2 nd Floor, ECN HQ, room number 259 For the Supplier, the address and contact name shall be: _____

Section VII Special Conditions of Contract 12

Subject and GCC clause reference	Special Conditions
Disputes GCC 10.2	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: _____
Delivery and Documents GCC 13.1	The Goods are to be delivered within 7 days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note; invoice, original purchase order properly signed
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 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. ii) An interest rate of 0.5% is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.
Performance Security GCC 18.1	(i) No performance security is required

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Subject and GCC clause reference	Special Conditions
Discharge of Performance Security GCC 18.4	The performance security will be discharged and returned to the supplier not later than <i>[insert number of days]</i> following completion date.
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be: Electoral Commission of Namibia
Insurance GCC 24.1	<i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]</i>
Transportation GCC 25	The Goods shall be delivered: <i>[Incoterm for transportation]</i> .
Inspection and Test GCC 26.1	The inspection and tests shall be: <i>checked against the provided specifications</i>
Location of Inspection and Tests GCC 26.2	The inspections and tests shall be conducted at: <i>Electoral Commission of Namibia Head Office</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: 30 day(s)</p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <i>Electoral Commission of Namibia Head Office</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: 5 day(s)

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:

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- 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 = *[insert number of weeks]* weeks 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.

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- (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 payment.

[This form is to be deleted if Performance Security is not applicable.]

SCHEDULE 2

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	N\$	N\$
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		

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

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

SCHEDULE 3

QUOTATION CHECKLIST SCHEDULE

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

Procurement Reference No.: G/RFQ/28-32/24/25

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Securing Declaration		
Evidences for conformity of Goods		
Company Registration Document		
Valid Good standing Certificate for Tax (Namra)		
Valid Good standing Certificate for Social Security		
Valid Employment Equity Certificate		
Company bidding in line with Description of Principal Business		

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.*



Electoral Commission of Namibia

PROCUREMENT OF GOODS AND SERVICES

PART A: BID INVITATION STAGE: TO BE PRE-POPULATED BY ECN

RFB REF. NO:	NCS/RFQ/28-32/2024/25
BID DESCRIPTION	SUPPLY AND DELIVERY OF WATER CONTAINERS AND JERRY CANS
BID CLOSING DETAILS	DATE: 20 September 2024
	TIME: 11h00
	PLACE: Electoral Commission of Namibia Head Office Windhoek. 2 nd Floor Room Number 261

PART B: BID SUBMISSION STAGE: TO BE COMPLETED BY BIDDER

NAME OF BIDDING COMPANY	
NAME OF AUTHORIZED REPRESENTATIVE	

1. PURPOSE

- 1.1 The purpose of this Request for Bid is to invite Suppliers (hereinafter referred to as “bidders”) to submit bids for the supply and delivery of water containers and jerry cans to the Electoral Commission of Namibia (ECN), with a period of **23 September – 4 October 2024**.
- 1.2 This bid is restricted to suppliers with capacity and capability to supply and deliver water containers and jerry cans conforming to the requirements and standards set out in **Section 6** of this bid.

2. BACKGROUND

- 2.1 The ECN has identified the need for supply and delivery of water containers and jerry cans and the appointment of a service provider to provide these goods is thus imperative.

3. SCOPE OF BID

- 3.1 The invitation of bid is aimed at ensuring that water containers and jerry cans are supplied and delivered to the ECN.
- 3.2 The water containers and jerry cans specified under this bid must be supplied and delivered to the ECN Head Quarters (HQ), **Registration and Planning** within timeframe specified in this document.

4. SPECIFIC PRE-REQUISITES

- 4.1. Prospective bidders must be prepared to deliver high quality products right first time and at the right time.
- 4.2. **Prospective bidders must initial every page and sign the last page of this bidding document as a requirement to declare acceptance of the conditions and requirements specified in this bid.**
- 4.3. In case of any prospective wants to declare not to accept any of the specified conditions or requirements specified in this bid, this must be done on a separate sheet to be provided by the bidder.

5. STATUTORY REQUIREMENTS




5.1 In compliance with Public Procurement Act (Act No.15 of 2015), all prospective bidders must provide the following statutory documents:

- i) Company Registration documents/certificate
- ii) Valid Good Standing Certificate with Social Security
- iii) Valid Inland Revenue Good Standing Certificate from the NAMRA
- iv) Valid Affirmative Action Compliance Certificate
- v) Written undertaking in terms of Section 138 of the Labour Act

6. TECHNICAL REQUIREMENTS

6.1 Description

i) The equipment should meet the specifications as outlined below:

Product/Item Name	Item Description	Quantity	Size
Water Container	Can PVC Natural with cap 	2000	25L
Jerry Can	Green Metal Jerry Can for fuel 	500	25L
Jerry Can	Yellow or equivalent colour Plastic Jerry Can for fuel 	500	25L

7. ADMINISTRATIVE REQUIREMENTS

7.1. Performance References

7.1.1. Bidders must provide and attach proof (i.e. **tender or bid**) of same goods or services previously supplied and delivered for the same or similar environment supported by traceable references.

7.2. Delivery Period

- 7.2.1 Prospective bidders must supply and deliver or provide the required goods or services within time period stipulated under the terms and conditions of the contract execution.

7.3. Bid Price

- 7.3.1. All quoted prices are the total price for the entire scope of required services and deliverables to be provided by the bidder.
- 7.3.2. The total price must be VAT inclusive and be quoted in Namibian Dollar (N\$).
- 7.3.3. The details, such as *delivery and labour*, of the cost must be included in the bid, where applicable.
- 7.3.4. All additional costs, where applicable, must be clearly specified.
- 7.3.5. Bid price adjustments must be handled in compliance with Regulation 41(1) and (3) of the Public Procurement Act No.5 Of 2015.

7.4. Bid Validity Period

- 7.4.1. The validity of bid is in accordance with the provisions of Section 49(1)-(3) of the Act.

7.5. Bid Exchange Conditions

- 7.5.1 Any possible foreign currency fluctuations must be handled in accordance with Regulation 41(2) of the Act.

7.6. Payment

- 7.6.1. Payment will be effected within 30 days upon receipt submission of signed invoice and Purchase Order supported by proof of delivery of completion of work or service.

7.7. Bid Evaluation Stages

- 7.7.1. The bid evaluation process consists of several stages that are applicable according to the nature of the bid as defined in the table below.

Stage	Description	Applicable for this bid
1.	Compulsory Briefing Session	No
2.	Statutory Requirements Verification	Yes
3.	Technical Requirements Evaluation	Yes
4.	Administrative Requirements	Yes
5.	Price Evaluation	Yes

7.7.2 The bidder must qualify for each applicable stage to be eligible to proceed to the next stage of the evaluation.

7.8. Bid Evaluation Criteria

7.8.1. All qualified bids shall be scored in accordance with the following set criteria:

- i) Full compliance with statutory requirements (section 5)
- ii) Full compliance with technical specifications (subsection 6.1)
- iii) Capability to produce traceable references (subsection 7.1)
- iv) Bid offer (price)
- v) Firmness of the price

7.9. Bid Disqualification

7.9.1 Failure by any bidder to comply with:

- i) Any of the statutory requirements (**section 5**) shall result in automatic disqualification from being evaluated at selection stage.
- ii) Technical specifications (**subsection 6.1**), providing traceable references (**subsection 7.1**) during evaluation stage.

7.10. Contract Management

7.10.1. The successful bidder shall enter into a contract with the ECN as an administrative tool to execute the set deliverables of the bid and monitor thereof in compliance with Section 62 and Regulation 40 of the Public Procurement Act No 5 of 20215.

7.10.2. The ECN shall designate an official to execute oversight function of the contract execution, motoring and evaluation of the contract deliverables.

7.11. Guarantee and Warranty

7.11.1 The Supplier warrants that:

- i) The warranty of goods or service supplied or provided under this bid remains valid for a minimum of twelve (12) months after the goods/services, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the bid, or for the rest of the term required within this bid or contract to be entered into;
- ii) As at commencement date, it has the rights, title and interest in and to the product or services to deliver such product or services in terms of the bid and contract to be entered into and that such rights are free from any encumbrances whatsoever;
- iii) The product is in good working order, free from defects in material and workmanship, and substantially conforms to the Specifications of the bid.

8. INCOTERMS

8.1 Delivery of Products

- i) The supply and delivery of the equipment from supplier to ECN must be done in compliance with provisions of internationally recognized trade terms.

9. DETAILS OF BIDDER

Name of Bidding Company	
Physical Address	
Postal Address	
Contact Number	

Full Name of Bidder

Signature

Date

ANNEXURE A

**ELECTORAL COMMISSION OF NAMIBIA LOGISTIC SECTION
CONTACT DETAILS AND DELIVERY QUANTITY.**

PHYSICAL ADDRESS	CONTACT NUMBERS	CONTACT PERSON	QUANTITY
67 – 71 Van Rhyn Street, Windhoek West	+264 61-376210 +264 811608930	Mr. Thadeus Kakororo	See specification