



KAVANGO WEST REGIONAL COUNCIL

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NKURENKURU

Namibia

Request for Quotation For Goods

SUPPLY AND DELIVERY OF MATERIALS FOR
TJIRAKANA FISH PONDS.

Procurement Reference No: G/IQ/KWRC-25/2025/26

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**SCHEDULE 1
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 _____, _____

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.

General Terms and Conditions Applicable

- 1. Purchaser**
The Public Entity inviting the Informal Quotation is the Purchaser for the purpose of entering into contract with the successful bidder.
- 2. Supplier**
The Bidder having submitted the lowest price and whose offer is substantially responsive to the requirements specified shall be selected for award of contract and referred to as the Supplier.
- 3. Rights of the Public Entity**
The Purchaser shall have the right to

 - (a) Ask for clarifications at time of evaluating quotations,
 - (b) Split the contract on an item basis or
 - (c) Reject all quotations.

A Purchaser shall not be bound to accept the lowest or any quotation.
- 4. Eligibility Criteria**
To be eligible to participate in this Quotation exercise, you should:

 - (a) **have a valid certified company Registration Certificate;**
 - (b) **have an original/certified valid good standing Tax Certificate;**
 - (c) **have an original/certified valid good standing Social Security certificate;**
 - (d) **submit a signed Bid Securing Declaration;**
 - (e) **Bidder must be in compliance with section 66 of the Public Procurement Act 15 of 2015.**
- 5. Bid Securing Declaration**
Bidders are required to subscribe to a Bid Securing Declaration for this procurement process. The bidder shall furnish as part of its quotation, a Bid Securing Declaration as per the format contained in Schedule 1 of this document.
- 6. Prices**
Prices shall be quoted in Namibian dollars. Prices quoted shall be firm and fixed during validity period of quotation and for execution of contract.
- 7. The Contract**
The letter of Acceptance/Purchaser Order Form as the case may be together with this Informal Quotation form shall constitute the contract between the Public Entity and the Supplier.

8. Purchase order

A supplier to whom a purchase order is issued must confirm the purchase order within three days of receipt of the purchase order and;

- (a) may not change or alter the terms of the purchase order; and
- (b) must undertake to deliver the goods on or before the date set in the purchase order for delivery of the goods.
- (c) the purchase order shall be valid for **30 days** only and will be cancelled thereafter.

9. General Conditions of Contract

The general terms and conditions shall be as per the General Conditions of Contract (Goods) Ref. No. **G/IQ/KWRC-25/2025/26**

10. Warranty

- (a) The Supplier warrants that the goods shall conform to the standards, specifications and related services as defined by the Purchaser in its Invitation for Informal Quotation subject to any alternative proposal made by the Supplier in its response to the Purchaser's Invitation for Informal Quotation.
- (b) The Supplier undertakes to make good, at its own cost and promptly, any deficiency in the supply of goods items and related services.
- (c) The Supplier warrants that the goods items to be supplied are new and unused and that it shall attend promptly to any defect in the good items as per the warranty conditions mentioned in its offer.

11. Payment

The Purchaser undertakes to effect payment within **30 days** after supply of the goods items to the satisfaction of the Purchaser and subject to the Supplier submitting all required documents. Final payment shall be adjusted to reflect any noncompliance in the execution of the contract.