



REPUBLIC OF NAMIBIA
Office of the Prime Minister

PRIVATE BAG 13338
Windhoek

Office of the Prime Minister
Love Street, Parliament Garden
Windhoek

Tel: (061) 287 2666/2093
Fax (061) 2249 10

15 February 2023

Procurement Management Unit

Reference: 9/2/2

Letter of Invitation

Dear Sir/Madam

Request for Sealed Quotation for the Repair and maintenance of Electrical Fence and two Motor Gates at Department Disaster Risk Management: Prosperita

The Office of the Prime Minister invites 100% Namibian SMEs to submit the 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 *Jesaja Kangandjo, at 061 – 287 2093.*

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation. **Due Date:** 23 February 2023 @ 11H00am.

NB: A compulsory Site visit will be held on the 17 February 2023 at 10H00 am at Disaster Risk Management Office, Erf R231, Nickel Street, Prosperita, in Windhoek. A Bidder that will not attend the site visit shall not be allowed to submit the bid at the closing date.

Yours faithfully,

Brian Mungunda

Secretary: Procurement Committee



REPUBLIC OF NAMIBIA

Office of the Prime Minister

PRIVATE BAG 13338
Windhoek

Office of the Prime Minister
Love Street, Parliament Garden
Windhoek

Tel: (061) 287 2093/2666
Fax (061) 224910

10 February 2023

Procurement Management Unit

Reference: 9/2/2

Request for Sealed Quotations (Works)

RE: REPAIR AND MAINTENANCE OF ELECTRICAL FENCE AND TWO MOTOR GATES AT DEPARTMENT DISASTER RISK MANAGEMENT: PROSPERITA.

Procurement Reference No: W/RFSQ/02-08/2022

NB: Bidders should take note that, documents should be submitted at OPM - Head Office, Main Building, Ground floor, Office no: 39.

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The **Office of the Prime Minister** 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 Security/Bid Securing Declaration [Public Entity to select as appropriate];***
- (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 **60 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;**
- (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, this bid is restricted to SMEs;**
- (f) **Complete, Signed and Submit a signed Bid-securing Declaration.**
- (g) **Complete, signed and Submit a signed written undertaking in terms of Labour Act, 2007.**

NB: Please note that a valid certified copy of an original document is also acceptable.

5. Bid Security/Bid Securing Declaration

Bidders are required to submit a Bid Security/subscribe to a **Bid Securing Declaration** for this procurement process. The Bidder shall sign the Bid Securing Declaration attached.

6. Works Completion Period

The completion period for works shall be completed **within 2 weeks** after acceptance and issue of Purchase Order. Deviation in completion period shall be considered if such deviation is reasonable to the Office of the Prime Minister.

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 at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box/Office number indicated above at *Office of the Prime Minister* not later than **23 February 2023 at 11H00am. OPM – Head Office, Office no: 39, Ground Floor.** 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 section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, 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.

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 evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

11. Technical Compliance

The Specifications and Compliance Sheet details the minimum specifications of the works to be carried out. The specifications have to be met, but no credit will be given for exceeding the specifications.

12. Prices and Currency of Payment

Prices for the execution of works 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 works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

13. Margin of Preference

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

[To be inserted if applicable]

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

[To be inserted if applicable]

14. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the works 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. Performance Security

[This paragraph shall be deleted if Performance security is not applicable]

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of *[insert percentage between the following range: 10 to 15 %]* of the contract price. Performance Security Not applicable

16. 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 7 days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within 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 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 will be rejected***

Quotation addressed to: <i>[name of Public Entity]</i>	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instructions to Bidders

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 *[forfeiture of the security amount / disqualification on the grounds mentioned in the BDS]*

The validity period of our Quotation is _____ days *[insert number of 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 quotation validity.

Works will commence within _____ *[insert number]* days from date of issue of Purchase Order/ Letter of Acceptance.

Works 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	

This form is to be deleted if Bid Securing Declaration is not applicable.]

Appendix to Quotation Letter

BID SECURING DECLARATION
(Section 45 of Act) (Regulation
37(1) (b) and 37(5))

Date: *[Day / month / year]*

Procurement Ref No.:

To:*[insert complete name of Public Entity and address]*.....

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

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:.....

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
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*

SECTION IV: TECHNICAL SPECIFICATIONS AND PRICED ACTIVITY SCHEDULE.

Procurement Reference Number: W/RFSQ/02-08/2022

[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]

No.	Description	Quantity	Unit Cost	Price N\$
1	Install D5 Centurion Gate Motors	2		
2.	Install 7 line Electrical Fence	165m		
3.	Supply and install 250W/HP LED Floodlights	5		
4.	6m Galvanise Poles	2		
VAT				
Total bid VAT incl.				

NB: A compulsory Site visit will be held on the 15 February 2023 at 10H00 am at Disaster Risk Management Office, Erf R231, Nickel Street, Prosperita, in Windhoek. A Bidder that will not attend the site visit shall not be allowed to submit the bid at the closing date.

*Columns A to D to be completed as applicable by the Public Entity

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

[Public Entity shall customise this section and the table hereunder where the Service Providers have to achieve set specification and performance standards.]

Procurement Reference Number: W/RFSQ/02-08/2022

[Bidders should complete columns C and D with the specifications and performance of the Works offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specifications required. Attach detailed technical literature if required. Authorise the specifications offered in the signature block below]

Item No	Specifications and Performance Required A	Quantity B	Compliance of Specifications and Performance Offered, eg. (Comply) C	Details of Non-Compliance/ Deviation (if applicable) NB: (Deviations should be clearly indicated if any) D
1.	Install D5 Centurion Gate Motors	2		
2	Install 7 line Electrical Fence	165m		
3	Supply and install 250W/HP LED Floodlights	5		

Item No	Specifications and Performance Required A	Quantity B	Compliance of Specifications and Performance Offered, eg. (Comply) C	Details of Non-Compliance/ Deviation (if applicable) NB: (Deviations should be clearly indicated if any) D
4	6m Galvanise Poles	2		
7	Compulsory site visit			

* Columns A and B to be completed by Public Entity, and C and D by the Bidder.

Specifications and Compliance Sheet Authorised By:

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

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. **W/RFQ-GCC**) available on the website of the Public Entity (*insert website address*) except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: W/RSQ/02-08/2022

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

GCC Clause Reference	Special Conditions
Employer GCC 1.1(r)	Office of the Prime Minister
Intended Completion Date GCC	The intended completion date is: Within 2 weeks after commencing works.
Project Manager	The Project Manager is: Jesaya Kangandjo at 287 2093

GCC Clause Reference	Special Conditions
GCC 1.1(y)	
Site GCC 1.1(aa)	The Site is located at: Erf R231, Nickel Street, Prosperita, in Windhoek.
Start Date GCC 1.1(dd)	The Start Date shall be: within 5 working days upon acceptance of the Purchase Order.
The Works GCC 1.1(hh)	The Works consist of: Install of D5 Centurion Gate Motors, Install of 7 line Electrical Fence, Supply and Install of 250W/HP LED Floodlights, 6m Galvanise Poles.
Interpretation GCC 2.2	The project will be completed in the following sections: Erf R231, Nickel Street, Prosperita, in Windhoek.
Interpretation GCC2.3	The following additional documents shall form part of the contract: not specified
Language and Law GCC 3.1	The language of the contract is - English The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager may delegate his/her duties.
Notices GCC 6	Any notice shall be sent to the following addresses: For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be _Mr. Jesaya Kangandjo at 061 -287 2093. For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be _____
Insurance GCC 13.1	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: (a) for the Works, Plant and Materials: (for <i>the full amount of</i>

GCC Clause Reference	Special Conditions
	<p><i>the works including removal of debris, professional fee etc...)</i></p> <p>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</p> <p>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
Site Date GCC 14.1	The site Data shall be: Erf R231, Nickel Street, Prosperita, in Windhoek.
Possession of the Site GCC 20.1	The Site Possession Date shall be: as soon as the Purchaser Order is accepted by the Contractor, and signed off by the Project Manager.
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. 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

GCC Clause Reference	Special Conditions
	the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within... Four (4) Days from the date of the Letter of Acceptance or issue of Purchase Order Agreement. Only when necessary
GCC 25.3	Program updates [shall] be required, only when necessary
Defects Liability Period GCC 33.1	The Defects Liability Period is: 12 months. <i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i>
Payment Certificates GCC 39.7	“ A single statement of the estimated value of the work executed shall be submitted on completion of the Works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor”.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: <ul style="list-style-type: none"> (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)	The weather it will be based on the Namibian whether of the day.
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	(i) no proportion of any payments shall be retained* or (ii) 10% of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.* * Delete as appropriate
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are [1%] per day. The maximum amount of liquidated damages for the whole of the Works is [5 days]. <i>[Usually liquidated damages are set between 0.05 per cent and 0.10 per cent per day, and the total amount is not to exceed between 5 per cent and 10 per cent of the Contract Price. Alternatively, the daily rate could reflect the actual prejudice that the procuring entity may claim to suffer as direct cost, where applicable or a nominal value taking into consideration the size of the building, nature of construction and the incidence due to non-availability of the building as from the intended completion date. If Sectional Completion and Damages per Section have</i>

GCC Clause Reference	Special Conditions
	<i>been agreed, the latter should be specified here.]</i>
Bonus GCC 47.1	The rate for the Bonus per calendar day is: ___None_____
Advance Payment GCC 48.1	(i) No advance payment shall be made* or
Performance Security GCC 49.1	(i) No Performance Security is required*or
GCC 56.1	"As built" drawings or operating and maintenance manuals drawings are attached.
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is: [10 percentage]

SCHEDULE 2**QUOTATION CHECKLIST SHCEDULE**

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

Procurement Reference No.: W/RFSQ/02-08/2022

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Securing Declaration and Written Undertaking in terms of Section 138 of Labour Act, 2007.		
Company Registration		
Good Standing Tax Certificate		
Good Standing Social Security Certificate		
Employment Equity Certificate or letter for Non –relevant Employer		

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.*