

Office of the Prime Minister

PRIVATE BAG 13338 Windhoek Office of the Prime Minister Love Street, Parliament Garden Windhoek Tel: (061) 2872421 Fax (061) 224910

Procurement Management Unit

Reference: 9/2/2

18 June 2024

Request for Sealed Quotations (Works)

SUPPLY AND INSTALLATION OF TILES AT OPM HEAD OFFICE, DEPARTMENT PUBLIC SERVICE E-GOVERNMENT MANAGEMENT (DPSEGM) AND DEPARTMENT DISASTER RISK MANAGEMENT (DDRM) AT PROSPERITA.

Procurement Reference No: W/RFSQ/02-02/2024

NB: Bidders should take note that, documents should be submitted at Office Prime Minister, Ministry of International Relations and Cooperation Building, 5th floor, Office no: 511.



Office of the Prime Minister

PRIVATE BAG 13338 Windhoek Office of the Prime Minister Love Street, Parliament Garden Windhoek Tel: (061) 2872093 Fax (061) 224910

18 June 2024

Procurement Management Unit

Reference: 9/2/2

Letter of Invitation

Dear Sirs/Madams

Request for Sealed Quotations for Replacement of falling/ damaged Tiles at OPM Head Office, Department Public Service E-Government Management (DPSEGM) AND Department Disaster Risk Management (DDRM) At Prosperita.

The **Office of the Prime Minister** invites 100% Namibian owned companies 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 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.

NB: Compulsory site viewing on the 27 June 2024 at OPM Head-Office, Department Public Service E-Government Management (DPSEGM) and Department Disaster Risk Management (DDRM) at Prosperita.

Yours faithfully,

Brian Mungunda

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 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;
- (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 (for Bids reserved for 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.
 - (H) Restricted to 100% Namibian owned Companies, attach Namibian ID and shareholder certificate.

NB: Please note that a valid certified copy of an original document, as certified by Namibian Police 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 furnish as part of its quotation, a Bid Security as per the format contained in Schedule/ or signed the Bid Securing Declaration attached.

6. Delivery

Delivery shall be within (3 weeks) after acceptance/issue of Purchase Order. Deviation in delivery period shall only be considered if such deviation is reasonable.

- a. The following tests and inspections will be conducted on the goods at delivery: [public entity to list detailed test and inspection procedure]
 - (a) right quantities
 - (b) substandard products
 - (c) deviation in delivery period

7. Works Completion Period

The completion period for works shall be completed within (3 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.

8. 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.

9. 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 15 July 2024 at 11H00 AM. Office of the Prime Minister, Ministry of International Relations and Cooperation, Office no: 511, 5th Floor. Late quotations will be rejected. Quotations received by e-mail will not be considered.

10. 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.

11. 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.

12. 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.

13. 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.

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.

17. Margin of Preference

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

MARGINS OF PREFERENCES WHEN EVALUATING BIDS FOR EXCLUSIVE PREFERENCES AS PER PARAGRAPH 9 (2) OF CODE OF GOOD PRACTICES ON PREFERENCES.

a. 18. CATEGORY	MARGIN OF	DOCUMENTARY
	PREFERENCE	EVIDENCE
Manufacturer	2 %	-Certificate of registration
		from a registering authority
		-Declaration by the bidder that
		the manufactured goods meet
		the local content as
		determined in Annexure 6 as
		per the cost structure for
		Value Added Calculation in
		Annexure 1, and as certified
		by an Accountant
MSME	1%	SME registration certificate
		-Declaration indicating the
		percentage of Namibian
		MSME ownership
Women owned enterprise	1%	- IDs of all shareholders
_		- Founding
		statement/company
		registration indicating
		ownership
		structure/shareholder
		certificate
		- declaration indicating the
		percentage of Namibian
		female ownership
Youth owned enterprise	2%	-IDs of all shareholders
		-Founding statement/company
	*	registration indicating
		ownership
		structure/shareholder
		certificate
57		- declaration indicating the
		percentage of Namibian
		Youth ownership
PDP owned enterprise	2%	IDs of all shareholders

Supplier promoting	1%	-Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership Declaration and proof that the bidder meets the requirements set out in the bidding
		document.
Service rendered by Namibian citizens	1%	declaration that the bidder employs 50% or more Namibian
TOTAL	10%	

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	: [name of Public Enti	ty]		
Procurement Reference	Number:			
Subject matter of Proce	arement:			
We offer to execute t and conditions stated	he Works detailed in in your Request for	the Statem Sealed Que	nent of Req otations ref	quirements, in accordance with the terms ferenced above.
We confirm that we a specified in Section 1	are eligible to partici : Instructions to Bid	pate in this lders	Quotation	exercise and meet the eligibility criteria
We undertake to ab Procurement Act dur	oide by the Conducting the procurement	et of Bidde process and	ers and Sud the execu	uppliers as provided under the Public ution of any resulting contract.
attached hereto and	subscribe fully to subscription could	the terms	s and con-	urity/Bid Securing Declaration (BSD) ditions contained therein. We further e security amount / disqualification on
The validity period of submission deadline.		d	ays [insert	number of days] from the date of the bid
We confirm that the subject to revision or validity.	prices quoted in the variation, if we are	Priced Acawarded the	etivity Sche	edule are fixed and firm and will not be prior to the expiry date of the quotation
Works will commend Order/ Letter of Acce		[in	nsert numb	ber] days from date of issue of Purchase
Works will be complorder/ Letter of acce		<i>l</i>	[insert num	nber] days from date of issue of Purchase
Quotation Authoris	ed by:			
Name of Bidder			Company's	Address and seal
Contact Person				
Name of Person Aut	horising the Quotatio	n: F	Position:	Signature:
Date		Phone No.	./E-mail	

BID SECURING DECLARATION

(Section 45 of Act) (Regulation

37(1) (b) and 37(5))

Date:	[Day month year]
Procu	rement Ref No.:
То:	[insert complete name of Public Entity and address]
	understand that in terms of section 45 of the Act a public entity must include in the bidding document puirement 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* ı	understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder
Signed:	signature of person whose name and capacity are shown}
Capacit [indica	ty of: te legal capacity of person(s) signing the Bid Securing Declaration]
Name: [insert	complete name of person signing the Bid Securing Declaration]
Duly at	athorized to sign the bid for and on behalf of: [insert complete name of Bidder]
	on day of t date of signing]
[Note*	rate Seal (where appropriate) : In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint e 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:

PROCUREMENT DETAILS 2. Procurement Reference No.:..... Procurement Description: Anticipated Contract Duration: Location where work will be done, good/services will be delivered: UNDERTAKING 3. 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:

Please take note:

Date:

^{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/02-02/2024

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

REPLACEMENT OF FALLING/ DAMAGED TILES AT OPM HEAD OFFICE, DEPARTMENT PUBLIC SERVICE E-GOVERNMENT MANAGEMENT (DPSEGM) AND DEPARTMENT DISASTER RISK MANAGEMENT (DDRM) AT PROSPERITA

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)	
A *	B*	C*	D*	E	F	
	REMOVE EXISTING DAMAGED AND INSTALL NEW TILES					
	DDRM					
1.	Remove existing tiles in Directors office and install new tiles 600x600 porcelain 56 sqm.		56sqm			
2.	Remove existing tiles in Deputy Directors office and install new tiles 600x600 porcelain 21sqm		21sqm			
3.	Remove existing tiles in Hilias office and install new tiles 450x450 Grade A CTM 20 sqm.		20sqm			
4.	Replace door and door lock. Paint door.		1			
5.	Install new tiles in office Johannes 16 sqm.		16sqm			
6.	Install new Perspect Roofing sheets to close up opening, (seal off to keep dust and sand out) at Finance Division 7sqm		7sqm			
	OPM HEAD OFFICE					
7.	Remove existing floor tiles and install new.450x450 Grade A 16sqm 5 th floor Lady's bathroom.		16sqm			
8.	Replace tiles in corridor, 5 th floor 23sqm		2.3sqm			
	DPSTIM - MIN OF INDUSTRIALISATION					
9.	Remove existing wall tiles and install new wall tiles White 200X200 mm (Female toilets Ground and 1st floor 120 sqm.		120sqm			
10.	Remove existing wall tiles and install new wall tiles white 200X200 (male toilets) Ground and 1st floor 120 sqm.		120sqm			

11.	Remove existing urinals and install new complete sets 2, male toilet (1st floor).	19sqm		
12.	Remove existing floor tiles and install new tiles in office 105.450x450 Grade A CTM. 20 sqm.	20sqm		
13.	Remove existing floor tiles and install new floor tiles in office 008.450x450 Grade A CTM 36sq.	36sqm		
14.	Contingency fee (10% of total amount)			
		SUB.	ГОТАL	
		VAT	@ %	
		TC	TAL	

• NB! THE BIDDER SHOULD OFFER A 12 MONTH GUARANTEE ON THE WORK DONE.

*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/02-02/2024

[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)	Details of Non- Compliance/ Deviation (if applicable) NB: (Deviations will not be permitted)
1.	As specified under the technical specifications	As specified under the technical specifications		

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

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/RFSQ/02-02/2024

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: 30 – 60 Days after commencing works.
Project Manager GCC 1.1(y)	The Project Manager is: Jesaja Kangandjo at 061-287 2093
Site GCC 1.1(aa)	The Site is located at Office of the Prime Minister various offices
Start Date GCC 1.1(dd)	The Start Date shall be: within 2 weeks upon acceptance of the Purchase Order.
The Works GCC 1.1(hh)	The Works consist of: Remove old air conditioners, install new air conditioners repair and service air conditioners.
Interpretation GCC 2.2	The project will be completed in the following sections: Office of the Prime Minister, various offices.
Interpretation	The following additional documents shall form part of the contract:

GCC Clause Reference	Special Conditions		
GCC2.3	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	Any notice shall be sent to the following addresses:		
GCC 6	For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be _Mr Jesaja 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 the full amount of the works including removal of debris, professional fee etc)		
	(b) for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.		
	(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 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).		
	(d) for personal injury or death:		
	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].		

GCC Clause Reference	Special Conditions	
	(ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].	
	(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.	
	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.	
Site Date GCC 14.1	The site Data shall be: N/A	
Possession of the Site GCC 20.1	The Site Possession Date shall be: as soon as the Purchaser Order is accepted by the Contractor.	
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 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 Five (5) Days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.	
GCC 25.3	Program updates [shall] be required, only when necessary, on consultation with the Client	
Defects Liability Period GCC 33.1	The Defects Liability Period is: 12 months. [The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]	
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: (a) the payment certificate; and (b) a certificate of Completion of the Works.	

GCC Clause Reference	Special Conditions
Adverse weather Conditions GCC 41.1 (l)	[Public Entity to define adverse weather conditions] 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].
	[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 been agreed, the latter should be specified here.]
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 are not required.
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/02-02/2024

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.