

Tel: 067-330137  
Fax:067-330138

# Kunene Regional Council

Kamanjab Constituency Office



P/Box 54

---

## Request for Quotations for Works

---

RENOVATION OF KAMANJAB CONSTITUENCY OFFICE

---

**Procurement Reference No: W/RFQ/KRC-04/2019**

Kunene Regional Council  
P/ Bag 502  
Opuwo





# KUNENE REGIONAL COUNCIL



## KAMANJAB CONSTITUENCY OFFICE

Tel: (+264-67) 330137 • Fax: (+264-67) 330138  
Cell: +264 811295704/0811295743

P/Bag 502 •  
Opuwo, Namibia

### Letter of invitation

*[Name and Address of Bidder]*

.....  
.....  
.....  
.....

23 October 2019

Procurement Reference No: **W/RFQ/KRC-04/2019**

Dear Sir/Madam

### **REQUEST FOR SEALED QUOTATION TO RENOVATE KAMANJAB CONSTITUENCY OFFICE**

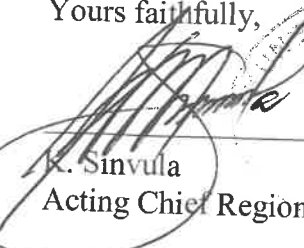
Kunene Regional Council invites you to submit your best quote to renovate Kamanjab Constituency Office as described in detail hereunder.

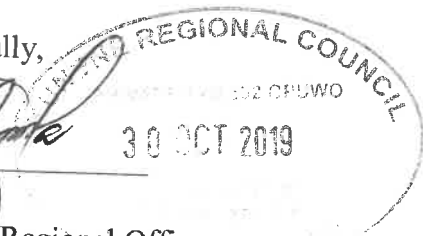
Any resulting contract shall be subject to the terms and conditions referred to in the document.

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation. The bidder should acknowledge the receipt of this document in writing.

Queries, if any, should be addressed to Lelintsha Nkolo at 067 – 330137 / 0811445537 and Saara Nampala, Head of Procurement, Private Bag 502, Opuwo, at 065 -27 3950 or Email address: [pmu.kunenere@gmail.com](mailto:pmu.kunenere@gmail.com).

Yours faithfully,

  
K. Sinvula  
Acting Chief Regional Officer



## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The Kunene Regional Council 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 works 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 Compliance Sheet 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 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 **180 days** from the date of bid submission deadline.

### 4. Eligibility Criteria

To be eligible to participate in this Quotation exercise, you should:

- (a) Have a certified valid company Registration Certificate;
- (b) Have an original valid/certified copy of good Standing Tax Certificate;
- (c) Have an original valid/certified copy of 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 detailed Company Profile
- (f) 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;
- (g) Bidders must initial all pages

**5. Bid Securing Declaration**

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

**6. Works Completion Period**

The completion period for works shall be **30 days** after acceptance and issue of Purchase Order. Deviation in completion period shall be considered if such deviation is reasonable.

**7. Sealing and Marking of Quotations**

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number **W/RFQ/KRC-04/2019**, addressed to Kunene Regional Council, Private Bag 502 Opuwo, with the Bidder's name at the back of the envelope.

**8. Submission of Quotations**

Quotations should be deposited in the Quotation/Bid Box located at Kunene Regional Council, Mbumbiango Street, Opuwo, not later than **25 November 2019 by 11H00**. Quotations by post or hand delivered should reach Kunene Regional Council, Mbumbiango Street, Opuwo by the same date and time at 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 Kunene Regional Council 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 Securing Declaration, will be put on the Notice Board of Kunene Regional Council and available to any bidder on request within three working days of the Opening.

**10. Evaluation of Quotations**

Kunene Regional Council 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 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 VAT if applicable. 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:

**NONE**

**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**

NOT APPLICABLE

**16. Notification of Award and Debriefing**

Kunene regional Council 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 Notice Board 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

**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.]



**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: .....

.....

## 2. 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.*

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		

## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference number: W/RFQ/KRC-04/2019

Item No	Brief Description of Works	Quantity	Unit Price	Labour cost	Total Cost (NS)
A*	B*	C*	D*	E	F
	Revamp of Councillors Parking with 4 meter corrugated iron sheets	1			
	Repair females Toilet with new flushing Cistern & fixing toilet door	1			
	Replacement of kitchen zinc water tap 40mm PVC pipe and replacement of 15mm water tap	1			
	Replacement of Door Locks for Councillors office, CAO's office, SAO office, Board Room, corridor door locks 2 level door locks with cylinder locks.	5			
	Replacing Councillors Toilet stop tap 15mm	1			
	Welding safe door lock handle	1			
	Replacing kitchen electrical plug	2			
	Replacement of Chamber Carrier Air-condition with Air-conditioner Wall-mounted 18000 BTU	1			
	Servicing and repair of Carrier Air-condition Model 42980009703 Capacity cooling :2837 W capacity Heating 2813 W	1			
	Replace 2 lever cylinder Union lock with new one	1			
	Fixed or replace apaux bugler bars	2			
				<b>Subtotal</b>	
Enter 0% VAT rate if VAT exempt.				<b>VAT @</b> %	
				<b>Grand Total</b>	

**Priced Activity Schedule Authorised By:**

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

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: W/RFQ/KRC-04/2019

*[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	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1	Revamp of Councillors Parking with 4 meter corrugated iron sheets		
2	Repair females Toilet with new flushing Cistern & fixing toilet door		
3	Replacement of kitchen zinc water tap 40mm PVC pipe and replacement of 15mm water tap		
4	Replacement of Door Locks for Councillors office, CAO's office, SAO office, Board Room, corridor door locks 2 level door locks with cylinder locks.		
5	Replacing Councillors Toilet stop tap 15mm		
6	Welding safe door lock handle		
7	Replacing kitchen electrical plug		
8	Replacement of Chamber Carrier Air-condition with Air-conditioner Wall-mounted 18000 BTU		
9	Servicing and repair of Carrier Air-condition Model 42980009703 Capacity cooling :2837 W capacity Heating 2813 W		
11	Replace 2 lever cylinder Union lock with new one		
12	Fixed or replace apaux bugler bars		

\* 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 and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. **W/RFQKRC-04/2019**) available on the Notice Board of Kunene Regional Council except where modified by the Special Conditions below.

### SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/KRC 04/2019**

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
<b>Employer GCC 1.1(r)</b>	Kunene Regional Council
<b>Intended Completion Date GCC</b>	The intended completion date is: <b>29 November 2019</b>
<b>Project Manager GCC 1.1(y)</b>	The Project Manager is: Lelinth Nkolo and Mr. Uritura (Department of Works)
<b>Site GCC 1.1(aa)</b>	The Site is located at Kamanjab Constituency Support Office
<b>Start Date GCC 1.1(dd)</b>	The Start Date shall be: <b>21 November 2019</b>
<b>The Works GCC 1.1(hh)</b>	The Works consist of: <b>PROCUREMENT OF MINOR WORKS AND MAINTENANCE AT KAMANJAB CONSTITUENCY SUPPORT OFFICE</b>
<b>Interpretation GCC 2.2</b>	The project will be completed in the following sections: <b>Not Applicable</b>
<b>Interpretation</b>	The following additional documents shall form part of the contract:

GCC Clause Reference	Special Conditions
GCC2.3	Not Applicable
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 not delegate his/her duties.
Notices GCC 6	Any notice shall be sent to the following addresses: pmu@kunenerc.gov.na For <b>KUNENE REGIONAL COUNCIL.P/BAG 502, OPUWO MBUMBIAJO MUHARUKUA STREET</b> and the contact name shall be: <b>Administrative:</b> Mrs. Saara Nampala, Head: Procure Management Unit OR <b>Technical:</b> Ms. Lelinta Nkolo at +264811259951  For the Supplier, the address and 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: ( <i>for the full amount of the works including removal of debris, professional fee etc...</i> )  (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> )  (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>

GCC Clause Reference	Special Conditions
	<p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i></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>
<b>Site Date</b> <b>GCC 14.1</b>	The site Data shall be: Not Applicable
<b>Possession of the Site</b> <b>GCC 20.1</b>	The Site Possession Date shall be: Not Applicable
<b>Procedure for Disputes</b> <b>GCC 24</b>	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.
<b>Program</b> <b>GCC 25.1</b>	<p>The Contractor shall submit for approval a Program for the Works within ..... days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.</p> <p><b>Not Applicable</b></p>
<b>GCC 25.3</b>	<p>Program updates be required..</p> <p><b>Not Applicable</b></p>
<b>Defects Liability Period</b> <b>GCC 33.1</b>	The Defects Liability Period is: <b>Not Applicable</b>
<b>Payment Certificates</b>	" A single statement of the total value of the work executed shall be submitted on completion of the Works. The Project Manager shall check

GCC Clause Reference	Special Conditions
GCC 39.7	the statement and certify the amount to be paid to the Contractor”.
<b>Payments</b> 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.
<b>Adverse weather Conditions</b> GCC 41.1 (l)	<i>[ Public Entity to define adverse weather conditions]</i> Not Applicable
<b>Price Adjustment</b> GCC 44.	The Contract is not subject to price adjustment.
<b>Retention</b> GCC 45.	(i) no proportion of any payments shall be retained
<b>Liquidated Damages</b> GCC 46.1	Liquidated damages for the whole contract are 1% per day. The maximum amount of liquidated damages for the whole contract is 10% of the final contract price.
<b>Bonus</b> GCC 47.1	The rate for the Bonus per calendar day is: Not Applicable
<b>Advance Payment</b> GCC 48.1	No advance payment shall be made
<b>Performance Security</b> GCC 49.1	No Performance Security is required
GCC 56.1	“As built” drawings or operating and maintenance manuals are not required.





## SCHEDULE 2

## QUOTATION CHECKLIST SCHEDULE

Procurement Reference No: **W/RSQ/KRC-04/2019**

Description	Attached	Not Attached
Quotation letter		
Bid Security		
Company Registration Certificate		
Valid Good Standing Tax Certificate		
Valid Good Standing Social Security Certificate		
Valid Affirmative Action Compliance Certificate		
Attach certified copy of certificate indicating 100% Namibian owned SME from Ministry of Industrialization, Trade and SME Development. Or an entity of which 51% or more equity is owned by Namibian citizen.		
Attach proof of confirmation of account from a Namibian Banking institution		

**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.

