



Request for Quotations for Works

Supply and Installation of Whirly Birds

Procurement Reference No: *W/RFQ/03-04/2022*

Private Bag 13323, Windhoek, Namibia, Tel: 061-2882517,
Email: e.mofuka@parliament.na

Company Name:	
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TOTAL BID PRICE (Incl Vat)	N\$ _____
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Letter of Invitation

To all prospective bidders

Procurement Ref No: W/RFQ/03-04/2022

02 March 2022

Dear Prospective Bidder

Request for Sealed Quotation for *Supply and Installation of Whirly Birds*

The **National Assembly** invites you to submit your best quote for the works 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 Ian Van Wyk, Tel no. 0811286554 or Emeritha Mofuka 061-2882517***

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,

Emeritha Mofuka

**Linda Pietersen
Head: Procurement Management Unit**

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The *National Assembly* reserves the right:

- (a) to split the contract as per the lowest evaluated cost per lot; and
- (b) to accept or reject any quotation or 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 _____ 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 **Police Certified copy** of company Registration Certificate;
- (b) have an valid **original or Police Certified copy** of good standing Tax Certificate;
- (c) have an valid original or **Police Certified copy** good Standing Social Security Certificate;
- (d) have a valid 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 written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (f) have a police certified copy of a certificate indicating SME Status (if the company is an SME);
- (g) Submit **signed** Bid –securing Declaration

5. Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be **maximum two weeks** after acceptance and issue of Purchase Order. Deviation in completion period may 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, addressed to the National Assembly with the Bidder's name at the back of the envelope.

8. Submission of Quotations

Quotations should be hand delivered to the **National Assembly Room 18 or 6 not later than 08 March 2022 @ 12H00**. Quotations by post or hand delivered should reach National Assembly 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 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 of a Bid Securing Declaration will be available to any bidder on request within three (3) working days of the Opening of quotations.

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.

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.

13. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the works will be selected for award of contract. Award of contract will be made by the Letter of Acceptance and or Purchase Order in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

14. Performance Security

No performance security is required for this bid.

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 7 days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven 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>	NATIONAL ASSEMBLY
Procurement Reference Number:	W/RFQ/03-04/2022
Subject matter of Procurement:	Supply and Installation of Whirly Birds

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 Securing Declaration* (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription shall be construed as a Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the BSD. *[Public Entity shall delete this paragraph in case no security is required or re-write the paragraph accordingly in case a Bid Security is requested].*

The validity period of our Quotation is _____ days *[Public Entity to 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 _____ days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within _____ 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 Performance Security is not applicable.]

Appendix to Quotation Letter

BID SECURING DECLARATION
(Section 45 of Act)
(Regulation 37(5) and 56(2))

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: _____
[Signature of person whose name and capacity are shown]

Capacity of:
[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***

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Installation of Whirly Birds for ventilation

Bidder can request for site visit only between 08H00 – 12H30

B. DRAWINGS

No drawings for this procurement

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: W/RFQ/03-04/2022

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

The quantities shown below are approximate and not subject to re-measurement for payment purposes.

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
1	Tornado 610mm Zincal (whirly birds)	X6			
2	Labour for whirly birds				
3	Window in Chamber (materials)				
4.	Labour for window repair				
				Subtotal	
				VAT @ %	
				Total	

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/03-04/2022

[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	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
	Tornado 610mm Zincal (whirly birds)		
	Labour for whirly birds		
	Window in Chamber (materials)		
	Labour for window repair		

* 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. **G/RFQ-WCC**) (*available at public entities physical address/website: Insert Public Entity address/website*) 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 Works except where modified by the Special Conditions below.

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: W/RFQ/03-04/2022

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract. *[This section is to be customised by the Public Entity to suit the requirements of the specific procurement].*

GCC Clause Reference	Special Conditions
Project Manager GCC 1.1(y)	The Project Manager is: Ms. Linda Pietersen and Ms. Emeritha Mofuka
Site GCC 1.1(aa)	The Site is located at National Assembly.
Start Date GCC 1.1(dd)	The Start Date shall be: 15 March 2022
The Works GCC 1.1(h)	The Works consist of: Supply and Installation of Whirly Birds
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

GCC Clause Reference	Special Conditions
	or the Works or adjacent property.
Notices GCC 6	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be Ms. Linda Pietersen</p> <p>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 _____</p>
Insurance GCC 13.1	<p>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:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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]. (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. <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>

GCC Clause Reference	Special Conditions
Intended Completion Date GCC 16.1	The Intended Completion Date for the whole of the Works shall be: Completion date will be
Possession of the Site GCC 20.1	The Site Possession Date shall be: as stipulated in the GCC
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. days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates <i>[insert shall or shall not]</i> be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: twelve (12) months calculated from the project completion date days. [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.
Adverse weather Conditions GCC 41.1 (I)	None foreseen at this moment.
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
Liquidated Damages	The liquidated damages for the whole of the Works are 0.05% per day.

GCC Clause Reference	Special Conditions
GCC 46.1	<p>The maximum amount of liquidated damages for the whole of the Works is <i>[amount based on a maximum number of days]</i>.</p> <p><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 been agreed, the latter should be specified here.]</i></p>
Advance Payment GCC 48.1	(i) No advance payment shall be made.
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: <i>[insert percentage]</i>

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.: W/RFQ/03-04/2022

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Security declaration		
Company Registration certificate		
Good Standing Tax certificate		
Good Standing Social Security certificate		
Affirmative Action Compliance Certificate		
SME Status if any		
[Public Entity to insert any other]		

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.*