



**PARLIAMENT: NATIONAL COUNCIL**

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**OFFICE OF THE SECRETARY**

**REQUEST FOR QUOTATIONS  
FOR WORKS**

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**REQUEST FOR QUOTATION FOR SUPPLYING, BRICKS AND REPLACE  
PARTITIONING WITH BRICKS WALL INSTALLATION OF AIR  
CONDITIONERS AND COMMISSIONING OF AIR CONDITIONING UNITS IN  
THE CONTROL ROOM, BASEMENT , NATIONAL COUNCIL BUILDING**

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**Procurement Reference No: Ref: W/RFQ/11-01/2022/23**

*Parliament Building, Private Bag 13371, Windhoek, Namibia, Tel. (061) 202 8000/202 8111,  
Fax (061) 226 121*



**PARLIAMENT: NATIONAL COUNCIL**  
**OFFICE OF THE SECRETARY**

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**Letter of Invitation**

All Bidders  
NAMIBIA

31 January 2023

**Ref: W/RFQ/11-01/2022/23**

Dear Sirs/Madam

**REQUEST FOR QUOTATION FOR SUPPLYING, BRICKS AND REPLACE PARTITIONING WITH BRICKS WALL INSTALLATION, AIR CONDITIONERS AND COMMISSIONING OF AIR CONDITIONING UNITS IN THE CONTROL ROOM, BASEMENT, NATIONAL COUNCIL BUILDING**

The Parliament National Council invites you to submit your best quote for the works described in detail hereunder.

Queries, if any, should be addressed to Mr Valentine Awala at Tel No 061 202 8200, Cell No 081 158 4014 or email to: v.aulala@parliament.na, 1<sup>st</sup> floor Room 1.3.

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,

  
  
 .....  
 Ms. J. Steyn  
**Head of Procurement Management Unit**

## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The Parliament -National Council reserves the right:

- (a) to split the contract as per the lowest evaluated cost per item; 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 15 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 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 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 certificate indicating SME Status (for Bids reserved for SMEs)

### 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 5 days after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted/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, 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 located at National Council, 14 Love Street, Parliament Building, National Council, First Floor, not later than Wednesday, 15 February 2023, at 10H00 AM. Bids by post or hand delivered should reach National Council by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will be considered.

**9. Opening of Quotations**

Bids will be opened internally by the National Council at 10h00, Wednesday, 15 February 2023. Bidders or their representative may attend the Bid Opening if they choose to do so.

**10. Evaluation of Quotations**

The National 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, 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. 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.

**14. 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)**

Quotation addressed to: National Council	
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 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.

The validity period of our Quotation is \_\_\_\_\_ 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.

We declare that we “qualify/do not qualify” for Margin of Preference applicable to Small and Medium enterprises and shall upon request submit documentary evidence in this respect.

**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	

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

**Date:** .....

**Procurement Ref No.:** .....

**To:**.....  
.....

I/We.....understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration.

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**

I/We\* understand this bid securing declaration ceases to be valid if I am/We are\* not the successful Bidder

Signed:  
.....

Capacity  
of:.....

Name:  
.....

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on \_\_\_\_\_ day of \_\_\_\_\_

Corporate Seal (where appropriate)  
[Note\*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

**A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS**

**B. DRAWINGS**

*[TO BE COMPLETED BY PUBLIC ENTITY.]*

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.



## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: Procurement Ref No: W/RFQ/11-01/2022/23

[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 (NS)	Total Price (NS)
1.	Remove partitioning wall		36,7m <sup>2</sup>		
2.	Remove inside doors	2			
3.	Remove door frames	2			
4.	Remove burglar doors	2			
5.	Remove window trallies		36,9m <sup>2</sup>		
6.	Paint internal wall		73.8m <sup>2</sup>		
7.	Paint door frames		1.7m <sup>2</sup>		
8.	Paint doors		3.4m <sup>2</sup>		
9.	Paint on grilles		4m <sup>2</sup>		
10.	Cylinder locks	1			
11.	Door stopper	2			
12.	Half brick wall		36.9mm <sup>2</sup>		
13.	Inner doors	1			
14.	Door frame 813x2032mm	1			
15.	New window trallies		4m <sup>2</sup>		
16.	New girl	1			
17.	Dead lock	1			
18.	Suspended ceilings		40m <sup>2</sup>		
19.	100x 100mm flush wall shocket	2			
20.	Ceiling porcelain 36N fitting	4			
21.	2.5PVC Wire		250m		
22.	ILI WAY swithes	2			
	<b>CONTROL ROOM 29.76M<sup>2</sup></b>				
23.	Inverter High wall split unit, 5.2/18000 BTU	2	29.67m <sup>2</sup>		
24.	Galvanized trunking, 75x75		4m		
25.	Surfix cable 2.5m 3 core		20m		
26.	Earth leakage single pole 63A	1	1		
37.	Isolator switch 220V				
38.	Copper tubing with insulation ¼" 5/8"		8m 8m		
39.	Flexible cable 4 core 2.5mm		8m		
40.	Circuit breaker 20 A		2		
41.	L Brackets	4			

42.	PVC conduit 20mm		10m		
			<b>Subtotal</b>		
			<b>VAT @</b>	<b>%</b>	
			<b>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/11-01/2022/23**

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]

<b>Item No</b>	<b>Specifications and Performance Required</b>	<b>Compliance of Specifications and Performance Offered</b>	<b>Details of Non-Compliance/ Deviation (if applicable)</b>
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1			
2			
3			

\* 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/11-01/2022/23**) (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/11-01/2022/23**

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].*

<b>GCC Clause Reference</b>	<b>Special Conditions</b>
<b>Project Manager GCC 1.1(y)</b>	The Project Manager is: Ms Sheepo
<b>Site GCC 1.1(aa)</b>	The Site is located at Parliament- National Council and is defined in Drawings Nos: _____
<b>Start Date GCC 1.1(dd)</b>	The Start Date shall be: 20 February 2023
<b>The Works GCC 1.1(h)</b>	Supplying, Bricks and Replace Partitioning with Bricks Wall Installation of Air Conditioners And Commissioning of Air Conditioning Units in the Control Room, Basement , National Council Building
<b>Language and Law GCC 3.1</b>	The language of the contract is English The law that applies to the Contract is the law of Namibia.
<b>Project Manager's Decisions 4.1</b>	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.

GCC Clause Reference	Special Conditions
<b>Notices</b> <b>GCC 6</b>	<p>Any notice shall be sent to the following addresses: The Procurement Management Unit, 14 Love Street, Parliament Building, National Council, Private Bag 13371, Windhoek</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 Mr Awala.</p>

<b>Insurance</b> <b>GCC 13.1</b>	<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"> <li>(a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc...)</li> <li>(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.</li> <li>(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).</li> <li>(d) for personal injury or death: <ul style="list-style-type: none"> <li>(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].</li> <li>(ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</li> </ul> </li> <li>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</li> </ul> <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>
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<b>Intended Completion Date GCC 16.1</b>	The Intended Completion Date for the whole of the Works shall be:
<b>Possession of the Site GCC 20.1</b>	The Site Possession Date shall be:
<b>Procedure for Disputes 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 GCC 25.1</b>	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.
<b>GCC 25.3</b>	Program updates shall be required.
<b>Defects Liability Period GCC 33.1</b>	The Defects Liability Period is:.....days. The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases
<b>Payment Certificates GCC 39.7</b>	Public Entity shall choose either: 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”.
<b>Payments GCC 40</b>	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 GCC 41.1 (l)</b>	
<b>Price Adjustment GCC 44.</b>	The Contract is not subject to price adjustment.
<b>Retention GCC 45.</b>	(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.

<b>Liquidated Damages GCC 46.1</b>	<p>The liquidated damages for the whole of the Works are .....[insert rate] per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is [amount based on a maximum number of days].</p> <p>-----</p> <p>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.</p>
<b>Advance Payment GCC 48.1</b>	<p>(i) No advance payment shall be made</p>
<b>Performance Security GCC 49.1</b>	<p>(i) No Performance Security is required</p>
<b>GCC 56.1</b>	<p>“As built” drawings or operating and maintenance manuals are not required.</p>
<b>GCC 59.1</b>	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is</p>

**SCHEDULE 3: QUOTATION CHECKLIST****Procurement Reference No.: W/RFQ/11-01/2022/23**

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Security(if applicable)		
[Public Entity to insert any other]		