



REPUBLIC OF NAMIBIA  
OHANGWENA REGIONAL COUNCIL  
**Procurement Management Unit**

*Section: Maintenance and Technical Services*  
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108, Church street  
Private Bag, 88018  
EENHANA

22 November 2023

## Request for Quotations for Works

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**SUPPLY,INSTALL AND REPLACE TWO AIR CONDITIONERS, SUPPLY ONE DOMESTIC/OFFICE FRIDGE AND REFILL R600 REFRIGERANT AT WORKS MAINTENANCE AND TECHNICAL SERVICES REGIONAL OFFICE, EENHANA, IN OHANGWENA REGION.**

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**Procurement Reference No: W/RFQ/OHRC23-01/2023/2024**



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Section: Works Maintenance and Technical Services  
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108, Church Street  
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Eenhana

Letter of Invitation

22 November 2023

TO: ..... (Name of Bidder)

.....

.....

Procurement Reference No: W/RFQ/OHRC23-01/2023/2024

Dear Sirs /Madam,

**Supply, Install and Replace Two Air Conditioners, Supply one Domestic/Office Fridge and Refill R600 Refrigerant at Works Maintenance and Technical Services Regional Office, Eenhana, in Ohangwena Region**

The Ohangwena Regional Council, Works Maintenance and Technical Services invites you to submit your best quote for the items described in detail hereunder in the sealed envelope.

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

**Queries, if any, should be addressed to Ms. Leena Ndafelai (Administrative) and Mr. Amalwa ESH (Technical) at 065 208401/00**

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation before or on **13 December 2023 at 10h00**.

Yours faithfully,

Philipus Shimhanda

HEAD OF PROCUREMENT MANAGEMENT UNIT





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108, Church Street  
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Eenhana

**22 November 2023**

**CATEGORY:           REQUEST FOR SEALED QUOTATION**

**Supply, Install and Replace two Air conditioners, Supply one Domestic/Office Fridge and Refill R600 Refrigerant at Works Maintenance and Technical Services Regional Office, Eenhana, in Ohangwena Region.**

Procurement Reference no:           **W/RFQ/OHRC23-01/2023/2024**

1. Name of Bidder: .....
2. Physical Address:.....
3. Postal Address:.....
4. Company Representative:.....
5. Tel no: .....
6. Cell:.....
7. Fax no:.....
8. Total Bid Price: N\$ .....

Signature of Authorized Representative: .....

# SECTION I: INSTRUCTIONS TO BIDDERS

## 1. Rights of Public Entity

The Ohangwena Regional Council, Works Maintenance and Technical Services 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 **90** days from the date of bid submission deadline.

## 4. Eligibility Criteria

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

- (a) A valid certificate of good standing with the Receiver of Revenue;
- (b) A valid certificate of good standing with the Social Security Commission or, in the case where a company has no employees, Confirmation letter from the Social Security Commission;
- (c) As required by the Affirmative Action (Employment) Act, 1998 (Act No.29 of 1998, in possession of:
  - A valid affirmative action compliance certificate issued under section 41 of that Act
  - An exemption issued under section 42 of that Act
  - A proof from the Employment Equity Commissioner that the bidder or supplier is not a relevant employer as defined in that Act
- (d) Submit a written undertaking as Contemplated in Section 138 (2) of the Labour Act, 2007 (Act No. 11 of 2007)
- (e) A valid:
  - Certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia
  - Certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia
  - Document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia, or
  - Partnership agreement in the case of a partnership, a valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar arrangements

**NB: But a bidder or supplier who is a sole proprietor only needs to comply with the provisions of paragraph (a) to (d)**

#### **Bid Security/Bid Securing Declaration**

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

#### **5. Works Completion Period**

The completion period for works shall be **14 days** after acceptance and issue of Purchase Order and Claim Form. Deviation in completion period **shall be considered if such deviation is reasonable.**

#### **6. Sealing and Marking of Quotations**

Quotations should be sealed in a single envelope, clearly marked with the **Procurement Reference Number**, addressed to the **Ohangwena Regional Council, Works Maintenance and Technical Services** with the **Bidder's name and contact information** at the back of the envelope.

#### **7. Submission of Quotations**

Quotations should be sealed in envelopes and deposited directly into the bid box available at, Ohangwena Regional Council, Maintenance and Technical Services, Church Street in Eenhana Town not later than **13 December 2023 at 10h00**. Quotations by post or hand delivered should reach the Works Maintenance and Technical Services Office, by the same date and time at latest. **Late quotations will be rejected.**

**Quotations received by e-mail will not be considered.**

#### **8. Opening of Quotations**

The Ohangwena Regional Council, Works Maintenance and Technical Services will open quotations internally 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 available to any bidder on request within three working days of the Opening.

#### **9. Evaluation of Quotations**

The **Ohangwena Regional Council, Works Maintenance and Technical Services** shall have the right to request for clarifications in writing during evaluation. Offers that are **substantially responsive** shall be compared based on evaluated cost, subject to Margin of Preference where applicable, to determine the **lowest evaluated quotation.**

#### **10. 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.

## **11. 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.

**Prices shall be fixed in Namibian Dollars.**

## **12. Margin of Preference**

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

*N/A*

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

*N/A*

## **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.

## **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 7 days of the unsuccessful bidders being informed of the award.

## SECTION II: QUOTATION LETTER

*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	

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

**Date:** .....

**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

**Name:** .....  
*[insert complete name of person signing the Bid Securing Declaration]*

**Capacity of:**.....  
*[indicate legal capacity of person(s) signing the Bid Securing Declaration]*

**Signed:** .....  
*[insert signature of person whose name and capacity are shown]*

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*
- 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.*

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

**Supply, Install and Replace Two Air conditioners, Supply one Domestic/Office Fridge and Refill R600 Refrigerant at Works Maintenance and Technical Services Regional Office, Eenhana, in Ohangwena Region**

**B. DRAWINGS**

*N/A*

## SECTION IV: PRICED ACTIVITY SCHEDULE

**Procurement Reference Number: W/RFQ/OHRC23-01/2023/2024**

*[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\$)
A*	B*	C*	D*	E	F
1.	Supply and Install 12000BTU high wall Gree Inverter Air Conditioner	1			
2.	Supply and Install 24000BTU high wall Gree Inverter Air Conditioner	1			
3.	Uninstall the Old Air Conditioner	2			
4.	Refill Refrigerant in a Fridge R600	2			
5.	Supply one Domestic/Office Fridge Hisense 225L	1			
6.	Labour				
				<b>Subtotal</b>	
Enter 0% VAT rate if VAT exempt.				VAT @      %	
				<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

*[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/RFQ/OHRC23-01/2023/2024**

*[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	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	Supply and Install 12000BTU high wall Gree Inverter Air Conditioner		
2	Supply and Install 24000BTU high wall Gree Inverter Air Conditioner		
3	Uninstall the Old Air Conditioner		
4	Refill Refrigerant in a Fridge R600		
5	Supply one Domestic/Office Fridge Hisense 225L		
6	Labour		

\* 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 Works (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/RFQ/OHRC23-01/2023/2024

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

<b>GCC Reference</b>	<b>Clause</b>	<b>Special Conditions</b>
<b>Employer</b> SCC 1.1(r)		The Employer is: Ohangwena Regional Council, Works Maintenance and Technical Services Regional Office
<b>Intended Completion Date</b> SCC		The intended completion date is: <b>14 days</b> from the date of site handover
<b>Project Manager</b> SCC 1.1(y)		The Project Manager is: Mr. Amalwa Erastus
<b>Site</b> SCC 1.1(aa)		The Site is located at: <b>Works Maintenance and Technical Services Office, in Eenhana, Ohangwena Region</b>
<b>Start Date</b> SCC 1.1(dd)		The Start Date shall be within <b>7 days</b> from the date of site handover
<b>The Works</b> SCC 1.1(hh)		The Works consist of <b>Supply, Install and Replace Two Air conditioners, Supply one Domestic/Office Fridge and Refill R600 Refrigerant at Works Maintenance and Technical Services Regional Office, Eenhana, in Ohangwena Region.</b>
<b>Interpretation</b> SCC 2.2		The project will be completed in the following sections: references in the SCC to the works, the completion date and the intended completion date apply to any section of the works.
<b>Interpretation</b> SCC2.3		The following additional documents shall form part of the contract:  Purchase order and Claim Form and site handover form
<b>Language and Law</b> SCC 3.1		The language of the contract is English  The law that applies to the Contract is the law of the Republic of Namibia.

GCC Clause Reference	Special Conditions
Project Manager's Decisions 4.1	Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer
Delegation SCC 5.1	The Project Manager may delegate his/her duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor and may revoke any delegation after notifying the Contractor.
Notices SCC 6	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be Ohangwena Regional Council, Works Maintenance and Technical Services Regional Office, the contact name shall be Mr Amalwa ESH</p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order and Claim Form/Letter of Acceptance and the contact name shall be</p> <p>_____</p>
Insurance SCC 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"> <li>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></li> <li>(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></li> <li>(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></li> <li>(d) for personal injury or death: <ul style="list-style-type: none"> <li>(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></li> <li>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></li> </ul> </li> </ul>

GCC Clause Reference	Special Conditions
	<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 SCC 14.1	The site Date shall be: Communicated after purchase order
Possession of the Site SCC 20.1	The Site Possession Date shall be: on the date of site hand over
Procedure for Disputes SCC 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 SCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance or issue of Purchase Order and Claim Form or Agreement.
SCC 25.3	Program updates <i>shall</i> be required.
Defects Liability Period SCC 33.1	The Defects Liability should be: 6 months
Payment Certificates SCC 39.7	Payment shall be made as per progress of works <i>without</i> payment for materials on site.
Payments SCC 40	<p>The amount certified by the Project Manager shall be paid in full within 30 days and/or due to the availability of funds upon receipt by the Employer of an invoice, supported by:</p> <p>(a) the payment certificate; and</p> <p>(b) a certificate of Completion of the Works.</p>
Adverse weather Conditions SCC 41.1 (I)	N/A



<b>GCC Reference</b>	<b>Clause</b>	<b>Special Conditions</b>
<b>Price Adjustment SCC 44.</b>		The Contract <i>is not</i> subject to price adjustment.
<b>Retention GCC 45.</b>	(i)	no proportion of any payments shall be retained* or
<b>Liquidated Damages SCC 46.1</b>		The liquidated damages for the whole of the Works are per day.  The maximum amount of liquidated damages for the whole of the Works is 10%
<b>Bonus SCC 47.1</b>		The rate for the Bonus per calendar day is: N/A _____
<b>Advance Payment SCC 48.1</b>	(i)	No advance payment shall be made
<b>Performance Security SCC 49.1</b>	(i)	No Performance Security is required
<b>SCC 56.1</b>		“As built” drawings or operating and maintenance manuals are required. N/A
<b>SCC 59.1</b>		The Project Manager shall issue a certificate for value of the work done and materials ordered less advance payments received up to the date of issue of the certificate and less percentage to apply to the value of the work.

**SCHEDULE 2**  
**QUOTATION CHECKLIST SCHEDULE**

**Procurement Reference No.: W/RFQ/OHRC23-01/2023/2024**

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

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Securing Declaration		
All pages should be initialled		
Duly complete and sign Bid Securing Declaration form		
Company principal business must be in line with this procurement		
<b>Obligatory Documents</b>	<b>YES</b>	<b>NO</b>
Have a valid company Registration Certificate		
Have an original valid good standing tax certificate		
Have an original Valid good standing Social Security Certificate		
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		
Have a Certificate including SME Status		

**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.*