



REPUBLIC OF NAMIBIA
Office of the President

Procurement Management Unit
(Established under section 25 of the Public Procurement Act 2015)

Ref: NCS/RFQ/01-24/2019

STANDARD BIDDING DOCUMENTS
for

Request for Sealed Quotations
[Issued in terms of section 7(1)(i) of the Public Procurement Act, 2015]

**Provision for Servicing Fire Suppression (Fighting)
Equipment at Swakopmund, Tsumeb, Oshakati & Okanghudi**

**Office of the President
State House
1 Engelberg Street
Private Bag 13339
Windhoek, Namibia**

**|Tel: +264 61 2707111)
|Website: www.op.gov.na**

|Fax: +264 61 221770]

Letter of Invitation

To: Potential Bidders

Ref: NCS/RFQ/01-24/2019

18 JULY 2019

Dear Sir/Madam

Request for Quotations for Servicing of Fire Suppression (Fighting) Equipment

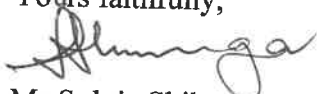
The Office of the President invites you to submit your best quote for the works described in detail hereunder.

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

Queries, if any, should be addressed to Ms S. Iifo at 2707466 or Mr J. Chicalu at 2707464.

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 Sylvia Shikeenga

Secretary to Procurement Committee

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The **Office of the President** 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 **sixty (60)** days from the date of bid submission deadline.

4. Eligibility Criteria

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

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) [public entity to select appropriate] Submit bid valid security/Submit signed Bid-securing Declaration.
- (g) 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;

- (h) Submit Company profile with at least 3 references where similar work done
- (i) Submit CVs of at least 3 key staff members with Fire Fight certificate

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 **four (4) weeks** 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, addressed to **Office of the President, 1 Engelberg Street; Auasblick, Windhoek** with the Bidder's name at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Bid Box located at **State House Main Gate, Office of the President; 1 Engelberg Street, Auasblick, Windhoek not later than Friday, 26 July, 2019 before 17H00**. Quotations by post or hand delivered should reach Office of the President 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

The Public Entity will open quotations internally within five (5) days after the closing date 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 posted on our website and available to any bidder on request within fourteen (14) working days of the Opening.

10. Evaluation of Quotations

The Office 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, and experience. No Margin of Preference required.

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. Margin of Preference

No margin of preference applicable

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 in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

15. Performance Security

No performance security required

16. Notification of Award and Debriefing

The Office shall after award 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 our website within fourteen (14) days. Furthermore, the Office shall attend to all requests for debriefing made in writing within seven days (7) days of the unsuccessful bidders being informed of the award.

SECTION II: QUOTATION LETTER

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:	OFFICE OF THE PRESIDENT
Procurement Reference Number:	Ref: NCS/RFQ/01-24/2019
Subject matter of Procurement:	Request for Quotation for servicing of Fire Suppression (Fighting) Equipment

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 60 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	

Appendix to Quotation Letter

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

Date: _____

Procurement Ref No.: NCS/RFQ/01-24/2019

To: Office of the President

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

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:.....

2. PROCUREMENT DETAILS

Procurement Reference No.: W/RFQ/01-24/2019

Procurement Description: **Request for Quotation for servicing of Fire Suppression Fighting) Equipment at Swakopmund; Tsumeb (Guinaspoh); Oshakati State Guesthouse and Okanghudi.**

Anticipated Contract Duration: **8 weeks**

Location where work will be done, good/services will be delivered: **Windhoek**

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

To service the under listed fire suppression equipment at the following:

Office of the President:

- √ Swakopmund State House
- √ Oshakati State Gueshouse
- √ Guinaspoh (Former President's Farm)
- √ Okanghudi (Former President's Home Village)

B. DRAWINGS

No drawings will be issued due to security reasons

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: NCS/RFQ/01-24/2019

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.

HEAD OFFICE

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
1	Fire Hose Reel	1			
2	Fire Hydrant	0			
3	9kg DCP/STP Fire Extinguishers	27			
4	4.5kg DCP/STP Fire Extinguishers	0			
5	2.5kg DCP/STP Fire Extinguishers	0			
6	2kg CO ₂ Fire Extinguishers	12			
7	5kg CO ₂ Fire Extinguishers	2			
8	Sign (290x290) FB1 Photoluminocent	10			
9	First Aid Kit \$ Fire blankets	4			
				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: NCS/RFQ/01-24/2019

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	Fire Hose Reel		
2	Fire Hydrant		
3	9kg DCP/STP Fire Extinguishers		
4	4.5kg DCP/STP Fire Extinguishers		
5	2.5kg DCP/STP Fire Extinguishers		
6	2kg CO ₂ Fire Extinguishers		
7	5kg CO ₂ Fire Extinguishers		
8	Sign (290x290) FB1 Photoluminocent		
9	First Aid Kit \$ Fire blankets		

- 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. NCS/RFQ/01-24/2019 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: NCS/RFQ/01-24/2019

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
Employer GCC 1.1(r)	Office of the President
Intended Completion Date GCC	The intended completion date is: 8 week after issuing of Purchase Order
Project Manager GCC 1.1(y)	The Project Manager is: Mr J Chicalu
Site GCC 1.1(aa)	The Sites are located at Windhoek and no drawings will be issued due to security reasons..
Start Date GCC 1.1(dd)	The Start Date shall be: Date of the Purchase Order
The Works GCC 1.1(hh)	The Works consist of: Servicing of Fire Suppression only
Interpretation GCC 2.2	The project will be completed in the following sections: 8 weeks after issuing Purchase Order
Interpretation GCC2.3	The following additional documents shall form part of the contract: N/A

GCC Clause Reference	Special Conditions
Language and Law GCC 3.1	<p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of Namibia.</p>
Project Manager's Decisions 4.1	<p>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.</p>
Delegation GCC 5.1	<p>The Project Manager <i>may not</i> delegate his/her duties.</p>
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 S. Iifo or Mr Chicalu at 061-2707466 or 2707464</p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order/ and the contact name shall be</p> <hr/>
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: <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> (d) for personal injury or death: <ul style="list-style-type: none"> (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> (ii) of other people: <i>[This cover shall be for an adequate</i>

GCC Clause Reference	Special Conditions
	<p><i>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>
Site Date GCC 14.1	The site Data shall be: No Site applicable
Possession of the Site GCC 20.1	The Site Possession Date shall be: issuing date Purchase Order
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 5 days from the date of the issue of Purchase Order Agreement.
GCC 25.3	Program updates <i>shall not</i> be required..
Defects Liability Period GCC 33.1	<p>The Defects Liability Period is: 60 days.</p> <p><i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i></p>
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	<p>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:</p> <p>(a) the payment certificate; and</p> <p>(b) a certificate of Completion of the Works.</p>
Adverse weather Conditions	N/A

GCC Clause Reference	Special Conditions
GCC 41.1 (l)	
Price Adjustment GCC 44.	The Contract <i>not</i> subject to price adjustment.
Retention GCC 45.	(i) no proportion of any payments shall be retained
Liquidated Damages GCC 46.1	<p><i>The liquidated damages for the whole of the Works are [insert rate] per day.</i></p> <p><i>The maximum amount of liquidated damages for the whole of the Works is [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>
Bonus GCC 47.1	The rate for the Bonus per calendar day is: N/A
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security GCC 49.1	<p>(i) No Performance Security is required*or</p> <p>(ii) A Performance Security in the form of a Bank Guarantee representing <i>insert percentage 10-15%</i></p> <p>(iii) of the final contract price shall be required.*</p> <p>* Delete as appropriate</p>
GCC 56.1	"As built" drawings or operating and maintenance manuals <i>are not</i> 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: N/A

SCHEDULE 1

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: NCS/RFQ/01-24/2019

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Security Declaration		
Mandatory documents		
CVs and qualifications of the team		
References		

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.