

Request for Quotations for Works

Upgrading of UHF Antenna-Emergency Services

RESERVED FOR BIDDERS IN OSHANA REGION

Procurement Reference No: W/RFQ/OngweTC-05/2022/23



PARTICULARS OF BIDDER

Business Name : -----

Postal Address : -----

Contact No. : -----

Fax No. : -----

Contact Person : -----

E-mail Address : -----

VAT Registration No : -----

Total Bid Amount (15% VAT Incl.): -----

INFORMATION TO THE BIDDER

The original document, fully completed, initialled and signed where applicable, shall be placed in a sealed envelope, marked, "Procurement Reference No: W/RFQ/OngweTC-05/2022/23, "Installation of air Conditioners" all pages that form part of the bid document **must be initialled** and must be delivered unopened and deposited in the Biding Box, at Ongwediva Town House in Ongwediva not later than the closing date and time. *Bid documents will be opened and read out to the public in the Board Room on 11 October 2022 as from 14:30*

All official correspondence must be addressed to the Chief Executive Officer

Our Vision: To be a leading urban centre in Namibia that is built on quality municipal services and promotes sustainable local economic development.



Letter of Invitation

Procurement Reference No: W/RFQ/OngweTC-05/2022/23

09 October 2022

Dear Contractor,

Upgrading of UHF Antenna-Emergency Services

The **Ongwediva Town Council** 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. Sam Matheus, stmatheus@otc.com.na or Mrs. Josephine Hainana jhainana@otc.com.na

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,

Josephina Hainana

SECRETARY: PROCUREMENT COMMITTEE

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Ongwediva Town Council 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 *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 an original valid/ certified copy of company Registration Certificate;
- (b) have an original valid/certified good of Standing Tax Certificate;
- (c) have an original valid/certified good of Standing Social Security Certificate;
- (d) 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;

- (e) have a valid certified/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 valid/certified fitness certificate from any Local Authority
- (f) have a original valid / certified copy of a Two-way Radio Communication Technician Certificate
- (g) have an original valid/certified certificate of fitness from any Local Authority in Oshana Region (RESERVED FOR BIDDERS IN OSHANA REGION)
- (h) and all pages of the document will be initialed and be signed.

5. Bid Security/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 **14 days** after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted 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 **Ongwediva Town Council, Corner of Mandume Ndemufayo Road & Dr. Libertine Amathila Street, Private Bag 5549, ONGWEDIVA**, not later than 11 October 2022 at 14H30. Quotations by post or hand delivered should reach 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 or absence of a Bid Security/Bid Securing Declaration, will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

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, 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. Margin of Preference

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

N/A

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. 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

(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>	Ongwediva Town Council
Procurement Reference Number:	W/RFQ/OngweTC-05/2022/23
Subject matter of Procurement:	<i>Upgrading of UHF Antenna-Emergency Services</i>

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 could lead 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:

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:

.....

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.*

SECTION III: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

- Contractors will adhere to the Communications regulatory Authority of Namibia (CRAN) regulations and the Communications Act (No. 8 of 2009)
- The contractor will be responsible to have the antenna running efficiently at final walk-through (demonstration).
- The contractor will repair any damage done to Council property and PowerCom (PTY) LTD during the installations (works)
- The contractor will be responsible for the facilitation of the setting application of antenna on behalf of Council and commissioning of antenna at erf number 3263 Extension 4 Ongwediva

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: W/RFQ/OngweTC-05/2022/23

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
1	Site Master SM400-6 UHF Collinear Antenna - Complete Band Split: 450-470 mHZ Nominal Gain @ 6dB	1			
2	LMR 400 low loss Coaxial cable (100m)	100			
3	N-Type Female crimp connector for LMR 400	1			
4	N-Type male crimp connector for LMR 400	1			
5	Application, facilitation of application of antenna setting and commissioning of antenna	1			
6	Labour to relocate or boost the current repeater, install the antenna at erf number 3263 Extension 4 Ongwediva 14 hours	14			
7	Workshop supply and consumables	1			
8	Transport	1			
9	Labour	1			
10	Extra Materials (other)	1			
				Subtotal	
Enter 0% VAT rate if VAT exempt.				VAT @ %	
				Total	

PLEASE ATTACH AN ORIGINAL QUOTATION

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/OngweTC-05/2022/23

[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]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1	Site Master SM400-6 UHF Collinear Antenna - Complete Band Split: 450-470 mHZ Nominal Gain @ 6dB		
2	LMR 400 low loss Coaxial cable (100m)		
3	N-Type Female crimp connector for LMR 400		
4	N-Type male crimp connector for LMR 400		
5	Application, facilitation of application of antenna setting and commissioning of antenna		
6	Labour to relocate or boost the current repeater, install the antenna at erf number 3263 Extension 4 Ongwediva 14 hours		
7	Workshop supply and consumables		

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>
8	Transport		
9	Labour		
10	Extra Materials (other)		

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-GCC) available on the website of the Public Entity <https://ongwediva.com.na/> except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

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)	Ongwediva Town Council
Intended Completion Date GCC	The intended completion date is: _____
Project Manager GCC 1.1(y)	The Project Manager is: _____
Site GCC 1.1(aa)	The Site is located at _____ and is defined in Drawings Nos: _____
Start Date GCC 1.1(dd)	The Start Date shall be: _____
The Works GCC 1.1(hh)	The Works consist of:
Interpretation GCC 2.2	The project will be completed in the following sections: _____
Interpretation GCC2.3	The following additional documents shall form part of the contract: _____
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 <i>may</i> delegate his/her duties.
Notices GCC 6	Any notice shall be sent to the following addresses: For the Employer, the address shall be as given on the page 2 of this Bidding

GCC Clause Reference	Special Conditions
	<p>Document and the contact name shall be _____</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	N/A
Site Date GCC 14.1	The site Data shall be:
Possession of the Site GCC 20.1	The Site Possession Date shall be:
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 3 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates <i>shall not</i> be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: <i>365</i> days.
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 GCC 41.1 (l)	<i>Continuous rainfall</i>
Price Adjustment GCC 44.	The Contract <i>is not</i> subject to price adjustment.
Retention GCC 45.	no proportion of any payments shall be retained* or
Liquidated Damages GCC 46.1	<p>The liquidated damages for the whole of the Works are <i>1%</i> per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is <i>30 days</i>.</p>

GCC Clause Reference	Special Conditions
Bonus GCC 47.1	N/A
Advance Payment GCC 48.1	No advance payment shall be made
Performance Security GCC 49.1	No Performance Security is required
GCC 56.1	Operating and maintenance manuals <i>are</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 2

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/OngweTC-05/2022/23

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Security(if applicable)		
have an original valid/ certified copy of company Registration Certificate;		
have an original valid/certified good of Standing Tax Certificate;		
have an original valid/certified good of Standing Social Security Certificate;		
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;		
have a valid certified/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 valid/certified fitness certificate from any Local Authority		
have an original valid / certified Two-way Radio Communication Technician Certificate		
have an original valid/certified certificate of fitness from any Local Authority in Oshana		
and all pages of the document will be initialed and be signed.		

1. Contract Agreement

THIS AGREEMENT made on the ____ day of _____, between

_____ (hereinafter “the Employer”), of the one part, and
name of the Employer

_____ (hereinafter “the Contractor”), of the other part:
name of the Supplier

WHEREAS the Employer desires that the Works known as **Upgrading of UHF Antenna-Emergency Services, Procurement Reference No: W/RFQ/OngweTC-05/2022/23** should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

(a) the Notification of award

(b) the Bid

(c) the Addenda Nos . ____ *if any*]

(d) the Appendix to the General Conditions of Contract

(e) the General Conditions of Contract;

(f) the Specification, and

(g) the completed Schedules,

- 3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

Signed by: _____
for and on behalf of the Employer

Signed by: _____
for and on behalf the Supplier

in the
presence of:
Witness, Name, Signature, Address, Date

in the
presence of:
Witness, Name, Signature, Address, Date

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