

#### OFFICE OF THE PRIME MINISTER

Tel: (061) 287 9111 Fax: (061) 224910

Private Bag 13338, Windhoek

Enq: Lonia Shikongeni/Esther Amwaalwa Tel: 061 287 /2421/2052

# Request for Quotations for Non-Consultancy Services Lump-Sum

REQUEST FOR CLEANING OF OPM-HQ SURROUNDING AREAS.

Procurement Reference No: NCS/RFSQ/02-20/2022

DUE DATE: Friday, 19 August-2022 @11H00

[Office of the Prime Minister, Ministry of International Relations and Cooperation, 5th Floor, Office no.511, Parliament Gardens, Contact person, Lonia N. Shikongeni at 061 -287 2421.]



#### REPUBLIC OF NAMIBIA

#### OFFICE OF THE PRIME MINISTER

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#### Letter of Invitation

To:	
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••••••	
•••••	

Procurement Reference Number NCS/RFSQ/02-20/2022

10th August 2022

Dear Sirs/Madam

## REQUEST FOR SEALED QUOTATION FOR CLEANING OPM-HOUSE SURROUNDING AREA.

The Office of the Prime Minister invites you to submit your best quote for the services described in detail hereunder.

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

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

Queries, if any, should be addressed to Mr. Shikongeni at 061 -287 2421/Ms. Esther Amwaalwa at 061 - 287 2052.

Yours faithfully

Brian Mungunda

Head: Procurement Management Unit

REPUBLIC OF NAMIBIA OFFICE OF THE PRIME-MINISTER SECTION MANAGEMENT UNIT

1 1 AUG 2022

PRIVATE BAG 13338 WINDHOEK, NAMIBIA

## SECTION I: INSTRUCTIONS TO BIDDERS

#### 1. Rights of Public Entity

The Office of the Prime Minister reserves the right:

- (a) to accept or reject any quotation; or
- (b) 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 services 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 Performance Standards 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 30 days from the date of bid submission deadline.

#### 4. Eligibility Criteria

NB: To be eligible to participate in this Quotation exercise, you should submit the following; and failure to submit the below documentations, you will be disqualified.

- (a) have a valid company Registration Certificate; indicating the line of business, and shareholders, Core business must be catering services.
- (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) Proof that the company is a Namibian owned, attached ID's of owners/shareholders
- (f) Signed and complete a written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015.
- (g) Signed the Bid-securing Declaration attached to the document.
- (h) Certified copies by Namibian of valid mandatory documents or other documentations are also acceptable.

### 5. Bid Security/Bid Securing Declaration.

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

#### 6. Services Completion Period

The completion period for services shall be 2months. Deviation shall be considered if such deviation is reasonable.

Deviation in completion period

#### 7. Documents to be submitted

As stipulated in Section I (4) of this bidding document

#### 8. Sealing and Marking of Quotations

**NB:** 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.

#### 9. Submission of Quotations

Quotations should be delivered to the same address indicated above and contact person not later than 19<sup>th</sup> August 2022 @11H00. Late quotations will be rejected. Quotations received by e-mail will not be considered.

#### 10. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 9 above. A record of the Quotation Opening stating the name of the Bidders and the amount, the presence or absence of a Bid Security/Bid-Securing Declaration will be put on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

#### 11. 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 to determine the lowest evaluated quotation.

## 12. Scope of Services, Specifications and Performance Standards

The Scope of Services and Performance Standards Compliance Sheet detailed in Sections III and V are to be complied with. Bidders may propose alternative for part of the scope substantiating that such alternatives will equally serve the interest of the Public Entity. However evaluation will be carried out as per the defined scope. Alternatives will only be considered from bidders having submitted the lowest evaluated quotation as per the base requirements.

Bidders have to substantiate in what manner the deviation in set specifications and performance standards, if any, are not material deviation.

#### 13. Prices and Currency of Payment

Prices for the execution of services 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 services, and shall include all duties. The whole cost of performing the services shall be included in the items stated, and the cost of any incidental services shall be deemed to be included in the prices quoted.

#### 14. Margin of Preference

- 14.1. The applicable margins of preference and their application methodology are as follows: N/A
- 14.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of: N/A

#### 15. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the services 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 and General Conditions of Contract

#### 16. Notification of Award and Debriefing

The Public Entity shall after award must 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 of ward on its website within seven (7) days. Furthermore, the Public Entity 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**

(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 this RFQ prevail over any attachments. If your quotation is not authorised, it may be rejected.]

Quotation Addressed to :			
Procurement Reference Number:			
Subject matter of Procurement:			
We offer to provide the services detailed conditions stated in your Request for Qu			accordance with the terms an
We confirm that we are eligible to part criteria specified in Section 1: Request for		uotation Ex	ercise and meet the eligibilit
We undertake to abide ethical conduct resulting contract.	during the procu	rement pro	cess and the execution of an
We have read and understood the content subscribe fully to the terms and condition		The state of the s	tion (BSD) attached hereto and
The validity period of our Quotation is date of the bid submission deadline.		_ days [ins	sert number of days] from th
We confirm that the prices quoted in the subject to revision or variation, if we a quotation validity.			
The services will commence within of Acceptance.	Days fro	om date of i	ssue of Purchase Order/ Lette
The services will be of acceptance.	days f	from date of	issue of Purchase Order/ Lette
Completed within Quot	ation Authorised	d by:	
Name of Bidder		Company	s Address and seal
Contact Person			1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Name of Person Authorising the Quota	ion:	Position :	Signature:
Date		Phone No./Fax	

## BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1)(b) and 37(5))

Date:[Day month year]	
Procurement Ref No.:	
To:[insert complete name of Public Entity and	
address]	
I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.	
I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of	
(a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;	
(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;	
(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or	
(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.	
I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder	
Signed:	
Capacity of: [indicate legal capacity of person(s) signing the Bid Securing Declaration]	
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.]  *delete if not applicable / appropriate	



## 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.:
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
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 o 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:

A labour inspector may conduct unannounced inspections to assess the level of compliance
 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: SCOPE OF SERVICES

## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: NCS/RFSQ/02 -20/2022

[Complete the unit and total prices for each item listed below in Namibian dollars. Authorize the prices quoted in the signature block below. The table shown hereunder may be re-designed and customized as per the type of services required].

ITEMS	Brief Description of Services/specifications	QUANTITY MEASURES IN M2	UNIT PRICE	TOTAL PRICE
A*	B*			
	SOUTHWEST SIDE, NEXT TO WHK HIGH SCHOOL STADIUM			
1	Cleaning up grass and removing rubbish, debris, shrubs, bushes surrounding the Generator Room and trimming trees x 4.	1870m2		
	SURROUNDING AREAS BEHIND MIRCO AND PARKING AREAS			
3	Cleaning and removing grass, trimming trees including Palm trees x 4.	5395m2		
	SPACE BETWEEN THE MAIN BUILDING AND BACKSIDE OF THE MAIN BUILDING.			
4	Cleaning-up and removing rubbish, debris, shrubs, bushes and trimming trees x 10.	9486m2		
	TRANSPORT GARBAGE TO THE DUMP SITE (20X2 =40KM.			
6	Loading and transport rubbish to the dumping site (20x2= 40km)	40km		
	VAT			
	TOTAL INCL VAT	<u> </u>		

NB: Please also attach detailed pricing quotation on your company Letterhead.

A compulsory site visit will be held on the 16 August 2022 @ 09h00 starting at Office of the Prime Minister, Head Office, Parliament Gardens.

NB: Bidders who did not attend a compulsory site visit will be disqualified.

Priced .	Activity Sched	lule Authorise	d By:	[insert company seal	l]

Name of signatory:	Signature:	
Position:	Date:	
Company Name :		

## SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARD COMPLIANCE SHEET

Procurement Reference Number: NCS/RFSQ/02 - 20/2022

[Bidders should complete columns C and D with the specifications of the services offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification 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	Cleaning up grass and removing rubbish, debris, shrubs, bushes and trimming trees x 22.		
2	Cleaning and removing grass, trimming trees including Palm trees.		
3	Cleaning-up and removing rubbish, debris, shrubs, bushes and trimming trees x 10.		
4	Loading and transport rubbish to the dumping site (20x2=40km)		

## Specifications and Performance Standard Compliance Sheet Authorised By:

Name:	Signature:	
Position:	Date:	
Authorised for and on behalf of:	Company	

# SECTION IV: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

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) Ref: NCS-LS/RFQ-GCC for procurement of services (lump-sum) available on the website of the Public Entity (opm.gov.na) except where modified by the Special Conditions below.

## SECTION VI: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: NCS/RFSQ/02 – 20/2022

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

Subject and GCC Reference	Special Conditions
Definitions GCC 1.1(a)	Adjudicator is Not Applicable for this contract
Definitions GCC 1.1(l)	The Member is: Office Of the Prime Minister
Definitions GCC 1.1(0)	The Service Provider is: [to be inserted at contract signing]
Notices GCC 1.4	Any notice shall be sent to the following addresses:  For the Office of the Prime Minister, contact: Lonia N. Shikongeni/Esther Amwaalwa at 061 -287 2421/2052  For the [Service Provider], the address and contact name shall be [to be inserted at contract signing]:
Authorised Representatives GCC 1.6	The Authorised Representatives are:  For the Public Entity: Office of the Prime Minister  For the Service Provider[to be inserted at contract signing]:
Effectiveness of Contract GCC 2.1	The date on which this Contract shall come into effect is
Starting Date GCC 2.2.2	The intended starting date for the commencement of Services is 02 September 2022
Intended Completion Date GCC 2.3	The intended completion date is: Within 2 months after from the starting date.
Prohibition GCC 3.2.3(c)	List of Activities: as indicated in the specifications as indicated above.
Service Provider's Actions Requiring Public Entity's Prior approval	The other actions arecheck all necessary documentations as required in this bidding document.
GCC 3.7(c)	

Documents Prepared by Service Provider to be the Property of the Public Entity GCC 3.9	Restrictions on the use of documents prepared by the Service Provider are:  The Bidding document to be returned to the Office of the Prime Minister on or before the closing date.
Payments of Liquidated Damages GCC 3.10.1	Liquidated damages for the whole contract are [1%] per week. The maximum amount of liquidated damages for the whole contract is [3%] of the final contract price.
Lack of Performance Penalty GCC 3.10.3	The percentage to be used for the calculation of lack of Performance Penalty(ies) is (Where applicable) as indicated in the GCC.
Performance Security GCC 3.11	(i) No Performance Security is required*or/ complete and signed a Performance Securing Declaration

Assistance and Exemptions	The assistance and exemptions provided to the Service Provider are(where applicable):	
GCC 5.1	N/A	
Contract Price GCC 6.2(a)	The amount in local currency is	
Terms and Condition of Payment GCC 6.4	Insert the payment terms in line with the GCC. As specified in GCC 6.4.	
Interest on Delayed Payments	Payment shall be made within 30 days of receipt of the invoice and the relevant documents, and within days in the case of the final payment.	
GCC 6.5	The interest rate isLegal rate as specified in GCC 6.5	
Price Adjustment GCC 6.6.1	Price adjustment is not applicable.	
Identifying Defects	The following inspections shall be carried out: Inspection of area will be done Mr: Jesaja Kangandjo at 0811415151.	
GCC 7.1	The defect liability period is:	
Dispute Settlement	In cases where no adjudicator has been appointed the disputes shall be subject to the procedures of the laws of Namibia. If any dispute arises between the Employer and the Contractor in connection with or arising out	

GCC 8.2	of the Contract, the parties shall seek to resolve any such dispute be 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 may be referred to court by either party.	
Dispute Settlement GCC 8.2.3	Not Applicable	
Dispute Settlement GCC 8.2.4	The arbitration procedures of will be used (applicable to overseas service provider)	
Dispute Settlement GCC 8.2.5	Not Applicable	

# SCHEDULE 4 QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: NCS/RFSQ/02 -20/2022

Description	Attached (please tick if submitted and cross if not)
Quotation Letter	
Priced Activity Schedule	
Specifications and Compliance Sheet	
Bid securing declaration	
Mandatory Requirement and other requirement as specified	
Company profile, past experience and references where similar services have been provided	

**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.