



Ministry of Mines & Energy

**MINISTRY OF MINES AND ENERGY
PROCUREMENT MANAGEMENT UNIT (PMU)**

**Request for Sealed Quotations for
Upgrade of Two Laboratory Cages**

Procurement Reference No: W/RFQ/15-05/2023

COMPANY NAME: _____

TOTAL BID PRICE: _____

BID PRICE IN WORDS: _____

CLOSING DATE AND TIME OF BID REQUEST:

DATE: 15 September 2023

TIME: 10H00

Procurement Management Unit
Ministry of Mines and Energy
Head Office
6 Aviation Road
Windhoek Namibia

Tel: +264 61 284 8111 / 8235 / 8358

Fax: +264 61 235 632

Email: ProcurementManagement@mme.gov.na

Website: www.mme.gov.na

NB: Kindly attend the COMPULSORY SITE MEETING at the Ministry of Mines and Energy (Windhoek) on 11 September 2023 (Monday) at 10:00am and 12 September 2023 (Tuesday) at 10h00. Please confirm your attendance by sending an email to ProcurementManagement@mme.gov.na for more information, contact +264 61 284 8151. (Failure to attend the site visit will lead to an automatic disqualification).



REPUBLIC OF NAMIBIA

REPUBLIC OF NAMIBIA
MINISTRY OF MINES AND ENERGY

Tel.: +264 61 284-8111
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E-mail: info@mme.gov.na
Website: www.mme.gov.na

6 Aviation Road
Private Bag
13297
WINDHOEK

Letter of Invitation

To:

Procurement Reference Number: W/RFQ/15-05/2023

07 September 2023

Dear Sir, Madam

Request for Quotations for Upgrade of Two Laboratory Cages

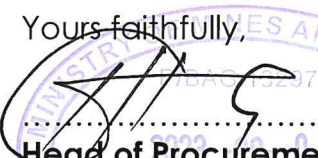
The Ministry of Mines and Energy invites you to submit your best quote for the works described in detail hereunder.

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

Queries, if any, should be addressed to ProcurementManagement@mme.gov.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,


.....
Head of Procurement Management
Mr. Nathaniel Musenge



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The **Ministry of Mines and Energy** 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 **30 days** from the date of bid submission deadline.

4. Eligibility Criteria

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

- (a) have a **valid certified** company Registration Certificate; **(certified by Namibian police)**
- (b) have an original valid good Standing Tax Certificate; **(certified by Namibian police)**
- (c) have an original valid good Standing Social Security Certificate. **(certified by Namibian police)**
- (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; **(certified by Namibian police)**
- (e) Complete and sign 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.

(f) Complete and sign 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;

(g) All pages of the bidding documents should be initialled where possible.

(h) **NB!!!! COMPULSORY SITE VISIT ON THE DATES BELOW:**

NB: Kindly attend the COMPULSORY SITE MEETING at the Ministry of Mines and Energy (Windhoek) on 11 September 2023 (Monday) at 10:00am and 12 September 2023 (Tuesday) at 10h00. Please confirm your attendance by sending an email to ProcurementManagement@mme.gov.na for more information, contact +264 61 284 8151. (Failure to attend the site visit will lead to an automatic disqualification).

5. Bid Security/Bid Securing Declaration

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

6. Delivery

Delivery shall be 21 after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted

7. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the **Ministry of Mines and Energy** 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 6 Aviation Road, Ground Floor, Block F1, Office F1 005 not later than **15 September 2023 at 10h00**. Quotations by post or hand delivered should reach 6 Aviation Road 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.

13. Margin of Preference

13.1. The applicable margins of preference and their application methodology are as follows: The margin of preference is applicable to this request for this Bid is | : **Preference will only be granted to bidders as per Government notice No: 13 in terms of the code of good practice issued on 31 January 2023 in terms of section 71 and 72 of the Public Procurement Act, 2015 and Public Procurement Act, 2022 as amended.** The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is **10%**. Kindly see the table below.

Margins of preferences when evaluating bids for Exclusive Preference

Category	Margin of preference	Documentary evidence
Manufacturer	2 percent	-Certificate of registration from a registering authority -Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in

		Annexure 1, and as certified by an Accountant
MSME	1 percent	-SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
Women owned enterprise	1 percent	- IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
Youth owned enterprise	2 percent	- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian youth ownership
PDP owned enterprise	2 percent	-IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership
Supplier promoting environmental protection	1 percent	-declaration and proof that the bidder meets the requirements set out in the bidding document
Service rendered by Namibian citizens.	1 percent	-declaration that the bidder employs 50% or more Namibian citizens
Total	10%	

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

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. Performance Security

[This paragraph shall be deleted if Performance security is not applicable]

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of *[insert percentage between the following range: 10 to 15 %]* of the contract price.

16. 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: [name of Public Entity]	
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: [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:
 [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.]

***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.

SECTION III: STATEMENT OF REQUIREMENTS

This text hereunder is a guidance for the preparation of the Specifications and Performance Requirements and should not form part of the final document

A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Public Entity without qualifying or conditioning their quotations. Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of quotations be ensured, and the subsequent task of quotation evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of Specifications from previous similar Contracts are useful in preparing Specifications. Most Specifications are normally written specially by the Public Entity to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in these Documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Namibia or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.

Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: _____

[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
Enter 0% VAT rate if VAT exempt.				Subtotal	
				VAT @ %	
				Total	

*Columns A to D to be completed as applicable by the Public Entity

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: _____

[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

* Columns A and B to be completed by Public Entity.

Specifications and Compliance Sheet Authorised By:

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

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. **W/RFQ/15-05/2023**) available on the website of the Public Entity (www.mme.gov.na) except where modified by the Special Conditions below.

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/15-05/2023**

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

GCC Clause Reference	Special Conditions
Employer GCC 1.1(r)	Ministry of Mines and Energy
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: _____

GCC Clause Reference	Special Conditions
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/may not]</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 Document and the contact name shall be _____ 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 _____
Insurance GCC 13.1	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: (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</i>

GCC Clause Reference	Special Conditions
	<i>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: (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 amount for Third Party extended to the Employer and its representatives].</i> (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable. 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.
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 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.

GCC Clause Reference	Special Conditions
GCC 25.3	Program updates <i>[insert shall or shall not]</i> be required..
Defects Liability Period GCC 33.1	The Defects Liability Period is: <i>[insert number]</i> days. <i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i>
Payment Certificates GCC 39.7	<i>[Public Entity shall choose either:</i> “ 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”. <i>Or:</i> “Payment shall be made as per progress of works with/without * payment for materials on site”. *delete as appropriate]
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)	<i>[Public Entity to define adverse weather conditions]</i>
Price Adjustment GCC 44.	The Contract <i>[is/is not]</i> subject to price adjustment.
Retention GCC 45.	(i) no proportion of any payments shall be retained* or (ii) 10% of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.* * Delete as appropriate
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are <i>[insert rate]</i> per day. The maximum amount of liquidated damages for the whole

GCC Clause Reference	Special Conditions
	of the Works is <i>[amount based on a maximum number of days]</i>. <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>
Bonus GCC 47.1	The rate for the Bonus per calendar day is: _____
Advance Payment GCC 48.1	(i) No advance payment shall be made* or (ii) An amount representing <i>[10-20% of the contract price]</i> shall be released against a Bank Guarantee for mobilisation of plant and equipment.* * Delete as appropriate
Performance Security GCC 49.1	(i) No Performance Security is required*or (ii) A Performance Security in the form of a Bank Guarantee representing <i>[insert percentage 10-15%</i> (iii) <i>]</i> of the final contract price shall be required.* * Delete as appropriate
GCC 56.1	"As built" drawings or operating and maintenance manuals <i>[insert are or 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: <i>[insert percentage]</i>

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.:

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

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.