



**PROCUREMENT MANAGEMENT UNIT**  
**REQUEST FOR SEALED QUOTATIONS FOR: WORKS**  
**REPAIR AND MAINTENANCE OF THE ELECTRICAL**  
**LIGHTING**

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

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**Procurement Reference No: W/RFQ/03/2022/2023**

BIDDER'S NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

TEL/CELL NO: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Issue Date: 23 March 2023

Closing Date: 02May 2023 11:00

To be deposited in the Tender Box located at Administration Building, Ground Floor, office  
number: G55.

Namibia Institute of Public Administration and Management, Olympia, Windhoek, Namibia  
Tel: 061 2964700, [procurement@nipam.na](mailto:procurement@nipam.na), [wwwnipam.na](http://wwwnipam.na)

## **Letter of Invitation**

### **W/RFQ/NPM-03/2022/2023**

Dear Suppliers

#### **RFQ: Repair and Maintenance of The Electrical Lighting**

The Namibia Institute of Public Administration and Management (NIPAM) invites you to submit your best quote for the items described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in the document.

Inquiries, if any, should be addressed to Ms Johanna Shifotoka , Tel: 061 2964736 or to Ms. Justina Amwaalwa Tel: 061 2964700, Email: [procurement@nipam.na](mailto:procurement@nipam.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,

Mr Vernon Van Wyk

Head of PMU

## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **1. Rights of Public Entity**

The Namibia Institute of Public Administration and Management reserves the right:

- (a) to split the contract as per the lowest evaluated cost per item, or
- (b) to accept or reject any quotation; and
- (c) 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 items mentioned in Section III by completing, signing, and returning:

- (a) the Quotation Letter in Section II
- (b) the List of Goods and Price Schedule Section III;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment 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 *60* 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 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 submitted a written undertaking as contemplated in section 138(2) of labour Act, 2007;
- (f) have a certificate indicating SME Status (if Applicable)
- (g) Submit signed Bid securing Declaration;
- (h) Provide three (3) reference letters

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

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

## 5. Exclusive Preference to Local Suppliers

The applications of exclusive preferences to local suppliers will be completed after the above evaluation phases. Only bidders who have passed will be considered at this stage following Sections 70(1) and 72 of the Public Procurement Act, Act No. 15 of 2015, and No. 3 of 2022 as Amended together with the Code of Good Practice of the said act.

Categories of Bidders	Margin of Preference	Documentary Evidence
Manufacturer	2%	<ul style="list-style-type: none"> <li>- Certificate of registration from a registering authority</li> <li>- Declaration by the bidder that the manufactured goods meet local content as determined in Annexure ^ as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant.</li> </ul>
Micro, Small and Medium Enterprise	1%	<ul style="list-style-type: none"> <li>- SME registration certificate</li> <li>- Declaration indicating the percentage of Namibian MSME ownership.</li> </ul>
Women owned enterprise	1%	<ul style="list-style-type: none"> <li>- IDs of all shareholders</li> <li>- Founding statement/company registration indicating ownership structure/shareholder certificate</li> <li>- Declaration indicating the percentage of Namibian female ownership.</li> </ul>
Youth owned enterprise	2%	<ul style="list-style-type: none"> <li>- IDs of all shareholders</li> <li>- Founding statement / company registration indicating ownership structure/shareholder certificate</li> <li>- Declaration indicating the percentage of Namibian youth ownership</li> </ul>
Previously Disadvantaged Person owned enterprise	2%	<ul style="list-style-type: none"> <li>- IDs of all shareholders</li> <li>- Founding statement/company registration indicating ownership structure/shareholder certificates</li> <li>- Declaration indicating the percentage of Namibian PDPs ownership</li> </ul>
Suppliers providing environmental protection	1%	<ul style="list-style-type: none"> <li>- Declaration and proof that the bidder meets the requirements set out in the bidding document</li> </ul>
Suppliers providing employment to Namibian	1%	<ul style="list-style-type: none"> <li>- Declaration that bidder employs 50% or more Namibian citizens</li> </ul>
<b>Total</b>	<b>10%</b>	

## 6. Delivery

Delivery shall be 10 days after acceptance/issue of Purchase Order. Deviation in delivery 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 the Public Entity 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 the **NIPAM Campus, Paul Nash Street, Erf 27, Ground Floor, Administration Block, Office G55**, not later than 01 May 2023, 11h00. Quotations by post or hand delivered should reach same address 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**

shall submit along with their quotation's documents, catalogues and any other literature to substantiate compliance with the required specifications and to qualify deviations if any with respect to Public Entity's requirements.

The Specifications, Performance Requirements and Compliance Sheet details the minimum specifications of the goods/items to be supplied. The specifications have to be met but no credit will be given for exceeding the specifications.

## **12. Prices and Currency of Payment**

Prices shall be fixed in Namibian Dollars.

## **13. Award of Contract**

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

## **14. 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 Price list 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:	Namibia Institute of public administration and management
Procurement Reference Number:	<b>W/RFQ/NPM-03/2022/2023</b>
Subject matter of Procurement:	<b>Repair and Maintenance of the Electrical Lighting</b>

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./Fax	

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

**Date:**.....

**Procurement Ref No.:** .....

**To:** Namibia Institute of public Administration and Management

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

**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 .....[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: SCOPE OF WORK

### 1. Specification (Requirements): Repair and Maintenance Of The Electrical Lighting

Product Details	Quantity
<b>Sourcing of a qualified electrician to diagnose and repair the electrical blasters for the following:</b>	
<b>Ground Floor:</b> Ground Floor printing Production Area	1
Offices No. G55, G51, G48, Library	5
<b>First floor:</b> IT FLOOR Area	1

#### Selection Criteria

Quality and Cost-Based Selection Method will be used for evaluation of the Quotation. As per this method, a weightage of 70% and 30% has been assigned to the technical proposal of the product and quotation, respectively. The criteria consist of the following part:

- i. **Part 1: Mandatory requirements:**
- ii. **Part 2: Evaluation of the Specifications or Technical Requirements:**

The suppliers are requested to submit a technical proposal. The proposal includes the specifications. The following criteria will be used for evaluating the technical proposals:

Evaluation Criteria	Score	Total Score
<b>Repair and Maintenance Of The Electrical Lighting</b>		100
Meeting all required specifications above	100	
Not meeting all the required specification above	0	
<b>Total Score</b>	<b>100</b>	<b>100</b>
<b>Minimum Pass Score (100%)</b>		<b>100</b>

iii. **Part 3: Evaluation of the Quotation**

The suppliers are requested to submit a quotation that justifies the specifications as provided in the requirements specification or scope of service.

The process to be followed for evaluating the quotations is as follows:

- a. Suppliers will be evaluated on the mandatory documents.
- b. The technical proposals of only those suppliers will be evaluated who fulfil the mandatory requirements.
- c. The product specification of those suppliers who meet the mandatory requirements will be evaluated based on the technical specification criteria. The minimum score to pass the technical criteria (specification) is 100%.
- d. The quotation of suppliers who score 100% and above in the technical criteria (product specification) will then be evaluated.
- e. Exclusive preference will be given to local suppliers provided that evidence is supplied based on the score sheet on page 3, no. 5.

The following formula will be used to evaluate and score the quotation:

$$(\text{Budgeted Amount} / \text{Quotation Amount}) * 100$$

The financial/Quotation amount will be scored as follow:

- i. Price 25%
- ii. Exclusive preference 10%

The final score will be based upon the following weightage formula:

$$[(\text{Technical Score}) * 70\%] + [(\text{Quotation Score}) * 30\%]$$

## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/NPM-03/2022/2023**

[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]

The quantities shown below are approximate and not subject to re-measurement for payment purposes.

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
1	<b>Ground Floor:</b> Ground Floor printing Production Area	1			
2	Offices No. G55, G51, G48, Library	5			
3	<b>First floor:</b> IT FLOOR Area	1			
Enter 0% VAT rate if VAT exempt.				<b>Subtotal</b>	
				<b>VAT @      %</b>	
				<b>Total</b>	

\*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

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>

\* 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-GCC**) available on the website of the Public Entity ( NIPAM ) except were 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.

<b>GCC Clause Reference</b>	<b>Special Conditions</b>
<b>Employer</b> <b>GCC 1.1(r)</b>	Namibia Institute of Public Administration and Management
<b>Intended Completion Date</b> <b>GCC</b>	The intended completion date is: 7 Days after receipt of Purchase Order
<b>Project Manager</b> <b>GCC 1.1(y)</b>	The Project Manager is Ms Victoria Shikudule
<b>Site</b> <b>GCC 1.1(aa)</b>	The Site is located at Erf No. 27, Paul Nash Street, Olympia Windhoek and is defined in Drawings Nos: _N/A_____
<b>Start Date</b> <b>GCC 1.1(dd)</b>	The Start Date shall be: A day after receipt of the Purchaser's Purchase Order.
<b>The Works</b> <b>GCC 1.1(hh)</b>	The Works consist of: Conduct electrical tasting to diagnose the problem, and repair to solve the discovered problem.
<b>Interpretation</b> <b>GCC 2.2</b>	The project will be completed in the following sections: Refer to Priced Activity Schedule on page 3 of this document.
<b>Interpretation</b> <b>GCC2.3</b>	The following additional documents shall form part of the contract: _N/A
<b>Language and Law</b> <b>GCC 3.1</b>	The language of the contract is English.  The law that applies to the Contract is the law of Namibia.

GCC Clause Reference	Special Conditions
<b>Project Manager's Decisions 4.1</b>	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 any additional amount to be due under the Contract that might 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.
<b>Delegation GCC 5.1</b>	The Project Manager <i>may not</i> delegate her duties.
<b>Notices GCC 6</b>	Any notice shall be sent to the following addresses: For the <a href="mailto:procurement@nipam.na">procurement@nipam.na</a> the address and the contact name shall be Ms Johanna Shifotoka/Ms Justina Amwaalwa
<b>Insurance GCC 13.1</b>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> <li>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></li> <li>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></li> <li>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</i></li> <li>(d) for personal injury or death: <ul style="list-style-type: none"> <li>(i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i></li> <li>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></li> </ul> </li> <li>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</li> </ul> <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</p>

GCC Clause Reference	Special Conditions
	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.
<b>Site Date</b> <b>GCC 14.1</b>	The site Data shall be Erf No. 27, NIPAM Campus, Paul Nash Street, Olympia Windhoek
<b>Possession of the Site</b> <b>GCC 20.1</b>	The Site Possession Date shall be: The date the Service Provider will commenced with his or her work.
<b>Procedure for Disputes</b> <b>GCC 24</b>	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.
<b>Program</b> <b>GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works within 2 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
<b>GCC 25.3</b>	Program updates <i>shall not</i> be required.
<b>Defects Liability Period</b> <b>GCC 33.1</b>	The Defects Liability Period is: <i>Six months after completion of the work.</i>  <i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i>
<b>Payment Certificates</b> <b>GCC 39.7</b>	A single statement of the exact (as quoted) 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".
<b>Payments</b> <b>GCC 40</b>	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.
<b>Adverse weather Conditions</b> <b>GCC 41.1 (l)</b>	N/A
<b>Price Adjustment</b> <b>GCC 44.</b>	The Contract <i>is not</i> subject to price adjustment.
<b>Retention</b>	(i) no proportion of any payments shall be retained



<b>GCC Clause Reference</b>	<b>Special Conditions</b>
<b>GCC 45.</b>	
<b>Liquidated Damages GCC 46.1</b>	The liquidated damages for the whole of the Works are N/A.
<b>Bonus GCC 47.1</b>	The rate for the Bonus per calendar day is: __N/A__
<b>Advance Payment GCC 48.1</b>	(i) No advance payment shall be made
<b>Performance Security GCC 49.1</b>	(i) No Performance Security is required, but a bid securing deceleration form will be used.
<b>GCC 56.1</b>	“As built” drawings or operating and maintenance manuals <i>are not</i> required.
<b>GCC 59.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is: <i>will be determined during that time if required.</i>

**SCHEDULE 1:**  
**SCHEDULE 2**

## **QUOTATION CHECKLIST SCHEDULE**

**Procurement Reference No.: W/RFQ/NPM-03/2022/2023**

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
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.