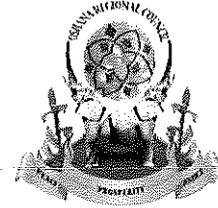




REPUBLIC OF NAMIBIA  
OSHANA REGIONAL COUNCIL



Tel: 065 – 2288200  
Fax: 065- 221292

Private Bag 5543  
Oshakati

# Request for Quotations For Works

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## RELOCATION OF 8 COLUMN COMMUNITY SHADE AT TSHIGWEDHA TSHUUNDJONDJO CENTRE

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**Procurement Reference No: W/RFQ/ONARC/-174/2025/2026**

Name of Bidder:.....

Email of Bidder:.....

Bidder contact No:.....

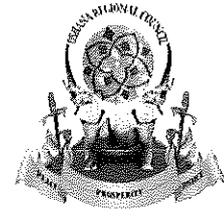
Bid Amount:.....

**Due Date: 6<sup>th</sup> November 2025 @ 11H00**

A compulsory pre-Bid site visit on Wednesday, 29<sup>th</sup> October 2025 @ 09h30



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**Letter of Invitation**

**TO: ALL PROSPECTIVE BIDDERS**

**Procurement Reference No: W/RFQ/ONARC/-174/2025/2026**

Dear Sir/ Madam

**SUBJECT: RELOCATION OF COMMUNITY SHADE AT TSHIGWEDHA  
TSHUUNDJONDJO CENTRE**

The Oshana Regional Council 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.

Queries, if any, should be addressed to Alma Kamulilo, Head of Procurement Management Unit @ 065 2288265 or Kalapuse Shoikuti @ 0814993663 or Johannes Kalunde (Civil Works) @ 065 2288200.

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,

**Alma Kamulilo**  
Head of Procurement Management Unit



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

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

The *Oshana Regional 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 a valid Certified Copy Company Registration Certificate;
- b. have an original / Certified Copy of valid good Standing Tax Certificate;
- c. have an original / Certified Copy of 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. Initial all pages and completeness
- f. Boilmaker /welder: Applicant must have a minimum of a Trade Test Certificate. Please submit a certified copy of your ID, a certified copy of Trade Test Certificate, a CV and a consent letter if you are not the owner of the company.

### **5. Bid Securing Declaration**

Bidders are required to submit a Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation.

**6. Works Completion Period**

The completion period for works shall be 90 Days *after* issue of Purchase Order and site handover. Deviation in completion period shall be considered if such deviation is reasonable.

**7. Sealing and Marking of Quotations**

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to 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 Oshana Regional Council, Leo Shoopala Street, Private Bag 5518, Oshakati, not later than **6<sup>th</sup> November 2025 at 11h00**. Quotations by post or hand delivered should reach Oshana Regional Council 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 shall be 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. The lowest substantially responsive bid shall be awarded a contract.

**Only bidder that are within 5 % variance of the public entities price estimate will be considered for award.**

**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.

**14. 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.

## 15. Margin of Preference

The Margin of Preference on Price offered will be applied to the qualifying Bidders in accordance with the **Code of Good Practice on Preference**, issued by the Ministry of Finance and Public Enterprises through the Procurement Policy Unit (PPU). The lowest evaluated bid price will be determined after the margin of preferences has been applied where applicable.

If a bidder qualifies for margins of preferences on more than one basis, all such margins of preferences must be granted to the bidder and, when considering the bid, the bid price shall be reduced with the amount determined in accordance with the formula below for the price evaluation purposes.

$$A = MP \times BP$$

100

in which formula

- (a) "A" represents the amount to be determined;
- (b) "MP" represents the total percentage of all margins of preferences granted in respect and
- (c) "BP" represents the bid price.

CATEGORIES OF BIDDERS	MARGIN OF PREFERENCE	DOCUMENT EVIDENCE TO BE SUBMITTED	CRITERIA
<b>Small and Medium Enterprise</b>	1%	<p>Submit a certified copy of a valid original <b>SME certificate</b>, duly certified by the Commissioner of Oaths as issued by the Ministry of Industrialization, Trade and SME Development</p> <p>Declaration indicating the percentage of Namibian SME ownership.</p> <p>Oshana Regional Council reserves the rights to inspect and confirm the authenticity of the information provided in the declaration.</p>	a bidder who is an SME, means an enterprise that has a valid Micro, Small and Medium Enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51 % owned by Namibians.
<b>Women owned enterprise</b>	1%	Submit a certified copy of Identification Documents (IDs) of all shareholders Founding statement/company	A bidder who is a woman or whose minimum equity is 51% owned by Namibian women.

		<p>registration indicating ownership structure/shareholder certificate by the Commissioner of Oaths -declaration indicating the percentage of Namibian female ownership.</p> <p>Oshana Regional Council reserves the rights to inspect and confirm the authenticity of the information provided in the declaration.</p>	
<b>Youth Owned Enterprise</b>	2%	<p>Submit a certified copy Identification Documents (IDs) of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate by the Commissioner of Oaths</p> <p>In Namibia, individuals between the ages of 16 and 35 are classified as youth. According to Section 1 of the National Youth Council Act, 2009 Act 3 of 2009, "youth" refers to a person who is between the ages of 16 and 35. The age of an individual will be determined based on their Identification Document (ID).</p> <p>Declaration indicating the percentage of Namibian youth ownership.</p> <p>Oshana Regional Council reserves the rights to inspect and confirm the authenticity of the information provided in the declaration.</p>	A bidder who is a youth or whose minimum equity is 51% owned by Namibian youths

<b>Suppliers providing employment to Namibian</b>	1%	Declaration that the bidder employs 50% or more Namibian citizens'  Oshana Regional Council reserves the rights to inspect and confirm the authenticity of the information provided in the declaration.	A bidder who employs 50% or more Namibian citizens.
<b>Total margin of preference</b>	5%		

**Award will be given to a bidder whose price is substantially responsive in accordance with the least cost selection method after applying the code of good practices.**

**16. 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 a Purchase order in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

**17. Performance Security**

N/A

**18. Notification of Award and Debriefing**

The Public Entity shall after award of contract shall post a notice of award on its website.

## SECTION II: QUOTATION LETTER

(to be completed by Bidders)

*A signature and authorization on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. If your quotation is not authorized, 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 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 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 \_\_\_\_\_ days from date of issue of an award letter and a Purchase Order.

Works will be completed within \_\_\_\_\_ days from date of issue of an award letter/ a Purchase Order and Commence date.

### Quotation Authorised by:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorizing the Quotation:		Position:	Signature:
Date		Phone No./E-mail	

**Appendix to Quotation Letter**

**BID SECURING DECLARATION**

(Section 45 of Act)

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

**Date:**.....

*[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)



**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**

1. Relocation of community shade at Tshuumbi Tshuundjondjo Center in Oshakati-East Constituency
2. Bidders are encouraged to familiarize themselves with the site.

## 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.

### RELOCATION OF COMMUNITY SHADE TSHIGWEDHA TSHUUNDJONDJO COMMUNITY CENTRE

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (NS)	Total Price (NS)
A*	B*	C*	D*	E	F
1	Provision of facilities on the Site required by the Contractor: Water, Equipment, and Plant required to execute this project	1	Sum		
2	 Relocate the 8 columns shade to the new site, which is 2km away from the old site.	1	Sum		
				<b>Subtotal</b>	
				<b>Contingency 5%</b>	
				<b>Subtotal-1</b>	
				<b>VAT @ 15%</b>	
				<b>Total</b>	

Enter 0% VAT rate if VAT exempt.

\*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

Procurement Reference Number: **W/RFQ/ONARC/ -174/2025/2026**

*[Bidders should complete columns C and D with the specifications and performance of the Works offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specifications required. Attach detailed technical literature if required. Authorise the specifications offered in the signature block below]*

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1	Relocation of community shade at Tshigwedha Tshuundjondjo Centre at Omeege village.		

\* 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 an award Letter and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Works except where modified by the Special Conditions below

## SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: W/RFQ/ONARC -174/2025/2026

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 GCC 1.1(r)</b>	Oshana Regional Council, Directorate of Education, Arts and Culture
<b>Intended Completion Date GCC</b>	The intended completion date is: <b>(3 months , from the site handover)</b>
<b>Project Manager GCC 1.1(y)</b>	The Project Manager is: Mr Johannes Kalunde (Civil Works) @ 065 2288200
<b>Site GCC 1.1(aa)</b>	The Site is located at Omeege Village in Oshakati-East Constituency.
<b>Start Date GCC 1.1(dd)</b>	The Start Date shall be: <b>within 7 calendar days after receiving the purchase order</b>
<b>The Works GCC 1.1(hh)</b>	The Works consist of: Relocation of community shade at Tshigwedha Tshuundjondjo Center in Oshakati-East Constituency.
<b>Interpretation GCC 2.2</b>	The project will be completed in the following sections: _____ N/A
<b>Interpretation GCC2.3</b>	The following additional documents shall form part of the contract: _____ N/A
<b>Language and Law GCC 3.1</b>	The language of the contract is English  The law that applies to the Contract is the law of Namibia.
<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 the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This

GCC Clause Reference	Special Conditions
	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	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be <b>Oshana Regional Council, Leo Shoopala Street</b></p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order and the contact name shall be</p>
Insurance GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> <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 with the Employer's liability and First Loss Burglary, after approval of the</p>

GCC Clause Reference	Special Conditions
	Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.
<b>Site Data</b> GCC 14.1	Site book shall be Available
<b>Possession of the Site</b> GCC 20.1	The Site Possession Date shall be: <b>Within 7 calender days after receiving the purchase order.</b>
<b>Procedure for Disputes</b> 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.
<b>Program</b> GCC 25.1	The Contractor shall submit for approval a Program for the Works within ...5..... days from the date of the issue of award letter and Purchase Order Agreement.
GCC 25.3	Program updates <i>is</i> required
<b>Defects Liability Period</b> GCC 33.1	The Defects Liability Period is:  <b>6 months</b>
<b>Payment Certificates</b> GCC 39.7	Payment shall be made as per progress of works.
<b>Payments</b> 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.
<b>Adverse weather Conditions</b> GCC 41.1 (I)	<i>Excessive Weather</i>
<b>Price Adjustment</b> GCC 44.	The Contract <i>is not</i> subject to price adjustment.
<b>Retention</b> GCC 45.	(ii) ) 10 % of the amount shall be retained from each part-payment. Meanwhile 5 % of the amount shall be retained from the final payment. <i>NB: (Retention valid for 6 months)</i>

GCC Clause Reference	Special Conditions
<b>Liquidated Damages</b> GCC 46.1	<b>Not Applicable</b>
<b>Bonus</b> GCC 47.1	The rate for the Bonus per calendar day is: _____ <b>Not Applicable</b> _____
<b>Advance Payment</b> GCC 48.1	(i) No advance payment shall be made
<b>Performance Security</b> GCC 49.1	(i) A Performance Security in the form of a Bank Guarantee representing <b>10%</b> of the final contract price shall be required.* <b>Not Applicable</b>
GCC 56.1	"As built" drawings or 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: <b>20 %</b>

**SCHEDULE 1:**

**QUOTATION CHECKLIST SCHEDULE**

**Procurement Reference No. W/RFQ/ONARC-174/2025/2026**

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Quotation letter		
Priced Bill of Quantities		
Specification and Compliance Sheet		
Bid Declaration		
Certified Copy of Company Registration Certificate		
Original or Certified Copy of valid Good Standing Tax Certificate		
Original or Certified Copy of valid Good Standing Social Security Certificate		
Certified Copy of valid Affirmative Action compliance Certificate		
All page are initialized		

**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.*