

REPUBLIC OF NAMIBIA OSHANA REGIONAL COUNCIL



P/Bag 5543 Oshakati, Namibia

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Email: <u>pmu@oshanarc.gov.na</u> Enquiries: A. kamulilo

Request for Sealed Quotation for Works:

Construction of four shade net carports at Lands office in Oshakati for the Ministry Agriculture Fisheries, Water and Land Reform

PROCUREMENT REFERENCE NO: W/RFQ/ONARC-LANDS/231/2025/2026

CLOSING DATE	: 11H00 ON THURSDAY: 18 th December 2025
TOTAL BID AMOUNT	
NAME OF BIDDER	
CONTACT PERSON	
PHYSICAL ADDRESS	
POSTAL ADDRESS	
TEL	
E-MAIL	

Issued on: 2nd December 2025



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Letter of Invitation

All prospective bidder

Procurement Reference Number: W/RFQ/ONARC-LANDS/231/2025/2026

Dear Sirs / Madam

Construction of four carports at Lands office in Oshakati for the SUBJECT: Ministry Agriculture Fisheries, Water and Land Reform

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 PMU Head, and Maria Nuule Lands Oshana 065 223860

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

anagement Unit

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of the 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; and
- (c) to cancel the quotation process and reject all quotations at any time prior to contract award.

2. Purpose, Objectives Preparation of Quotations

The purpose of this bid (RFQ), is an invitation from the Oshana Regional Council (hereinafter referred to as "Public entity") to potential suppliers or service providers (hereinafter referred to as "bidders") being requested quote for works mentioned in Section III by completing, signing and returning:

- a) the Quotation Letter in Section II with its annex for Bid Securing Declaration.
- b) the Scope of Works and Specifications Schedule in Section III
- c) the Priced Activity Schedule in Section IV
- d) the Specifications and Compliance Sheet in Section V; and
- e) any other attachment deemed appropriate.

You are advised to carefully read the complete Request for Sealed 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 Bid / Quotations

The Bid validity period shall be 180 days from the date of submission deadline.

4. Eligibility Criteria

To be eligible to participate in this Quotation exercise, you should provide the following documents:

- (a) have a valid certified copy of Company Registration Certificate;
- (b) have an original or certified copy of valid Good Standing Tax Certificate;
- (c) have a valid original or certified copy of Good Standing Social Security Certificate;
- (d) have a valid and 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) Submit signed Bid-Securing Declaration;
- (f) 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;

5. Bid Securing Declaration

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

6. Works Completion Period

The completion period for services shall be **60 calendar days** after acceptance/issue of the Purchase Order and site handover. Deviation in completion period shall be considered only 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 Head, Procurement Management Unit, Oshana Regional Council, Leo Shoopala street, Oshakati" with the Bidder's name and contact information at the back of the envelope.

8. Submission of Quotations

Quotations should be posted / hand delivered at the Quotation/Bid Box located at the Oshana Regional Council, Leo Shoopala street, Private Bag 5518 Oshakati, not later than **Thursday**, the 18 December 2025 at 11H00 Namibian time. Quotation 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 or fax will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the Oshana Regional Council immediately after the closing time referred to in instruction 8 above. Bidders or their representatives may attend the Bid Opening, if they choose to do so. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Securing Declaration, will be made available to any bidder on request within three working days of the opening.

10. Evaluation of Quotations

The Oshana Regional Council 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 with offers that are within 10% variance of the public entities price estimations will be considered as substantially responsive.

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. Qualification Criteria

Bidder should submit document in respect of the following;

13. 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.

14. Margin of Preference

- 14.1. 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 Preference has been applied where applicable.
- 14.2. applicable margins of preference and their application methodology are as follows:

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

$A = (MP \times BP) / 100$

In formula,

a). "A" represents the amount to be determined;

b). "MP" represents the total percentage of all margins of preference granted in respect of the bid; and

c). "BP" represents the bid price.

CATEGORIES OF BIDDERS	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE TO BE SUBMITTED	CRITERIA
Small and Medium Enterprises	1%	Submit a valid certified copy of an SME certificate, duly certified by the Commissioner of Oaths as issued by the Ministry of Trade and Industrialization, Trade and SME Development. Declaration indicating the percentage of Namibian SME ownership. Oshana Regional Council reserves the rights to inspect and confirm the information provided	A bidder who is an SME, means an enterprise that has a valid Micro, Small and Medium Enterprises certificate issued by the Ministry responsible for trade, whose minimum equity is 51% owned by Namibians.
		in the declaration.	

	warri I III war		
Women owned enterprises	1%	Submit a certified copy of Identification Documents (IDs) of all shareholders Founding statement/company registration indicating ownership structure/shareholder certificate by Commissioner of Oaths Declaration indicating the percentage of Namibian female ownership. Oshana Regional Council reserves the rights to inspect and confirm the authenticity of the information provided in the declaration.	A bidder who is a woman or whose minimum equity is 51% owned by Namibian women.
Youth Owned Enterprises	2%	Submit a certified copy of Identification Documents (IDs) of all shareholders Founding statement/company registration indicating ownership structure/shareholder certificate by Commissioner of Oaths in Namibia, individuals between the ages of 16 and 35 are classified as youth as according the 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 years. The age of an individual will be determined based on their Identification Document (ID). Declaration indicating the percentage of Namibian youth ownership. Oshana Regional Council reserves the rights to inspect and confirm the authenticity of the information provided in the declaration.	A bidder who is a youth or whose minimum equity is 51% owned by Namibian youths.
Suppliers providing employment to Namibian	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.
TOTAL MARGIN OF PREFERENCE		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.

14.3. Bidders applying for the Margin of Preference MUST include / attach a signed declaration in its bid, outlining the preference the bidder qualifies for and the grounds for such qualifications.

15. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to supply the goods/items and related 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 Agreement and General Conditions of Contract.

16. Notification of Award and Debriefing

N/A

17. Performance Security

Not Applicable.

18. Removed or old materials remains the property of the Government of the Republic of Namibia

All removed or replacement materials, spares, pieces of equipment, weather complete or disassembled, remains the property of the government Republic of Namibia and must be handed over to the 'Accounting Officer' who will dispose of them According to Treasury Instructions.

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 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:			
Procurement Reference Number:			
Subject matter of Procurement:			
We offer to supply the items listed in the attached specifications, <i>except for the qualified deviation deviation</i>] and, in accordance with the terms an referenced above.	ons [Bidder may delet	te this phrase in case of no	
We confirm that we are eligible to participate criteria specified in Section 1: Instruction to Bid	in this Quotation exer ders.	rcise and meet the eligibility	
We undertake to abide ethical conduct during resulting contract.	the procurement proce	ess and the execution of any	
We have read and understood the content of the subscribe fully to the terms and conditions c subscription could lead to [forfeiture of the subscription did not be a mentioned in the BD].	ontained therein. We	further understand that this	
The validity period of the Quotation is	days from the date o	of the bid submission deadline.	
We confirm that the prices quoted in the List of will not be subject to revision or variation, if we of the quotation validity.	f Goods and Price Scl e are awarded the con	hedule are fixed and firm and tract prior to the expiry date	
The delivery period offered from the date of is shown in the List of Goods items and Price Sch	ssue of Purchaser Ordedule.	er/ Letter of Acceptance is as	
Quotation Authorized by: Name of Bidder	Company's Address	and seal	
	——————————————————————————————————————		
Contact Person			
Name of Person Authorizing 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:	[Day wonth year]
Procu	rement Ref No.:
To: O	SHANA REGIONAL COUNCIL
I/We* docum	understand that in terms of section 45 of the Act, the public entity must include in the bidding ent 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
I/We³ Bidde	understand this bid securing declaration ceases to be valid if I am/we are* not the successful
Signe [<i>inser</i>	d: I signature of person whose name and capacity are shown]
Capa [indi	city of:eate legal capacity of person(s) signing the Bid Securing Declaration]
Nam [inse	e: art 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]
Date [inse	d onday of
Corp	orate Seal (where appropriate)
subm	*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture the its the bid.] **ete 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:
Fmail Address:

PROCUREMENT DETAILS 2.

Procurement Reference No.:
Procurement Description:
Anticipated Contract Duration:
Location where work will be done, good/services will be delivered:
3. UNDERTAKING
I
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:

^{1.} 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.

A. SECTION III: SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

i. Bidders are encouraged to familiarize themselves with the site.

SEE ATTACHED BILL OF QUANTITY (SECTION IV: PRICED ACTIVITY SCHEDULE)

B. DRAWINGS

[NOT APPLICABLE]

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: W/RFQ/ONARC-LANDS/231/2025/2026

ITE M NO	BRIEF DESCRIPTION OF ITEMS / WORKS	QTY	UNIT OF MEASUR E	UNIT RATE (N\$)	AMOUNT (N\$)	
A*	B *	C*	D *	E	F	
1.	Description of Works CONSTRUCTION OF FOUR CARPORTS AT LANDS OFFICE IN OSHAKATI FOR THE MINISTRY AGRICULTURE FISHERIES, WATER AND LAND REFORM	4				
	Construct complete shade nets carports with standard 76mm diameter post 2.1m, 60 diameter top structure, 6 mm galvanized steel wire fixing cables, with base plates sent into and including 450 x 450 x450 mm concrete class 20 MP base ,the steel structure painted one coat zinc chromate primer, one coat universal undercoat and two coats gloss enamel paint and cover with 95% colored shade netting	: 4 :				
	Shade nets dome-shape carports suitable for two cars x 2					:

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

Priced Activity Schedule Authorised By:

Name:			Signa	ature:		
Position:			Date	•		
Authorised for and	on behalf of:	Compa	ny		 	

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: W/RFQ/ONARC-LANDS/231/2025/2026

[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. Authorize the specifications offered in the signature block below]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non- Compliance/ Deviation (if applicable)
A^*	B*	C	D
1	Construct complete shade nets covering carports supply and with standard 76mm diameter post 2.1m, 60 diameter top structure, 6 mm galvanized steel wire fixing cables, with base plates sent into and including 450 x 450 x450 mm concrete class 20 MP base, the steel structure painted one coat zinc chromate primer, one coat universal undercoat and two coats gloss enamel paint and cover with 95% colored shade netting Shade nets dome-shape carports suitable for two cars x 2		

^{*} 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 except where modified by the Special Conditions below

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: W/RFQ/ONARC-LANDS/231/2025/2026

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

GCC Clause Reference	Special Conditions	
Employer GCC 1.1(r)	Oshana Regional Council	
Intended Completion Date GCC	The intended completion date is: within 60 days from the date of Purchase Order or Letter of Acceptance.	
Project Manager GCC 1.1(y)	The Project Manager is: Mr. Brakias Negongo – Maintenance Department of Works, Oshakati	
Site GCC 1.1(aa)	The Site/final destination for delivery of the Services is: "Depart of Works, Maintenance, Oshakati"	
Start Date GCC 1.1(dd)	The Start Date shall be: within 7 days or as soon after acceptance / receiving of the official Purchase Order and as per site handover certificate.	
The Works GCC 1.1(hh)	The Works consist of: "Erecting of a security fence around the auction yard area at Department of Works, Maintenance Division Oshakati premises"	
Interpretation GCC 2.2	The project will be completed in the following sections: <i>Once off delivery</i> .	
Interpretation GCC2.3	The following additional documents shall form part of the contract: <i>None</i>	
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.	

GCC Clause Reference	Special Conditions				
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 may delegate his duties.				
Notices GCC 6	Any notice shall be sent to the following addresses: For the Public Entity, the address and the contact name shall be:				
	Ms. Alma Kamulilo, The Head of the Procurement Management Unit, Oshana Regional Council, Leo Shoopala Street, E-mail <u>akamulilo@oshanarc.gov.na</u> , Tel +264 (65) 228 8200				
		er, the address and 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:				
	t	for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc)			
	v	for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.			
	N c e t	for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 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).			
	(d) f	for personal injury or death:			
		of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].			
	((ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].			

GCC Clause					
Reference	Special Conditions				
	(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: N/A.				
Possession of the Site GCC 20.1	The Site Possession Date shall be: As per site handover certificate.				
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 7 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.				
GCC 25.3	Update shall be required				
Defects Liability Period GCC 33.1	The Defects Liability Period is: N/A				
Payment Certificates GCC 39.7	A single statement of the estimated value of the service executed shall be submitted on completion of the Service. The Project Manager shall check the statement and certify the amount to be paid to the Contractor.				
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: The documents to be furnished by the Supplier are: (a) Detailed Invoice, (b) A certificate of Completion of the Works and (c) Original Purchase Order page;				
Adverse weather Conditions	N/A				
GCC 41.1 (I)					
Price Adjustment GCC 44.	N/A.				
Retention	N/A.				

GCC Clause Reference	Special Conditions		
GCC 45.			
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are [N/A] per day. The maximum amount of liquidated damages for the whole of the Works is [N/A].		
Bonus GCC 47.1	The rate for the Bonus per calendar day is: N/A		
Advance Payment GCC 48.1	(i) No advance payment shall be made.		
Performance Security GCC 49.1	(i) No Performance Security is required.		
GCC 56.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works is: [N/A]		
GCC 59.1	N/A		

QUOTATION CHECKLIST SCHEDULE

PROCUREMENT REFERENCE NO: W/RFQ/ONARC-LANDS/231/2025/2026

Description	Attached	Not Attached
Quotation Letter;		
Scope of Works and Price Schedule;		
Specification and Compliance Sheet;		
Original or certified copy of a valid good Standing Tax		
Certificate;		
Original or certified copy of a valid good Standing Social		
Security Certificate;		
Certified copy of valid company Registration Certificate;		
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;		<u>:</u>
Submit signed bid security declaration;		
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;		

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.