REPUBLIC OF NAMIBIA

MINISTRY OF JUSTICE AND LABOUR RELATIONS

Request of Quotation for Works

REPLACEMENT OF GATE MOTORS AND REPAIR OF ELECTRIC FENCE AT LEGAL AID OFFICE

Procurement Reference No: W/RFQ/16-05/2026

DIRECTORATE: DEVELOPMENT PLAN AND FIXED ASSETS MANAGEMENT (CAPITAL PROJECTS)

Ministry of Justice and Labor Relations Private Bag 13302, Windhoek, Tel: 061-2805271/5308 *E-mail: info.procurement@mojlr.gov.na*

NB!! This document should be fully completed and all pages to be initialed by bidders.

Closing Date: 28 October 2026 @10h00

REPUBLIC OF NAMIBIA

MINISTRY OF JUSTICE AND LABOUR RELATIONS

Tel: +264-61-2805308
Enq: Ms. Emilia Itope
E-mail: Emilia.Itope@mojlr.gov.na

Private Bag 13412
Windhoek
Namibia

Letter of Invitation

TO: ALL BIDDERS

.....

W/RFQ/16-05/2026

07 October 2026

Dear Sir/Madam

The **Ministry of Justice and Labour Relations** invite you to submit your quotation for the listed works described in detail hereunder. Your offer should be indicated on this form with any annexure which you may wish to enclose and should be addressed to **Procurement Management Unit, Ministry of Justice and Labour Relations in the bidding box located at the entrance foyer, Talla's, Building Independence Avenue. Your Offer/Quotation should state the bid description and reference No: W/RFQ/16-05/2026.**

Your quotation should reach the **Ministry of Justice and Labour Relations** on or before **28 October 2026** latest by **10:00**. Bidders are urged to initial each page and ensure that all space provided in this document are completed. Furthermore, biddings must indicate no quote for services that they cannot render. Failure to adhere to instructions, your bid may be disqualified.

Queries, if any, should be addressed to Head of PMU **Mr. Paul Daniels 061 2805308 /5271.** Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Mr. Paul Daniels, Head of Procurement Management Unit:

Date.....07/10/2026.....

Signature.....

MINISTRY OF JUSTICE AND LABOUR RELATIONS
SECRETARIAT
2026-10-07
PROCUREMENT MANAGEMENT UNIT

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The ***Ministry of Justice and Labour Relations*** reserves the right to:

a) To split the contract as per the lowest evaluated cost item where applicable
b) To accept or reject any quotation.
c) To cancel the quotation process and reject all quotations at any time prior to contract award.
d) Reduce or increase the quantity of items where applicable.
e) Cancel bid not finalised with (2026/2027) financial year.

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

(a) The quotation validity period shall be for **120** days from the date of submission deadline.

(b) Bid Validity period is **120** days.

4. Eligibility Criteria

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

(a) Have a valid certified copy of Company Registration Certificate/ Founding Statement or Memorandum of Association. **(Should be in Core Business)**
(b) Have valid original or certified copy of Good Standing Tax Certificate **(Should be valid upon bid closing date)**.
(c) Have a certified copy or original valid Good Standing Social Security Certificate; **(Should be valid upon bid closing date)**
(d) Have a valid certified Affirmative Action Compliance Certificate or confirmation letter from the Employment Equity Commission indicating that the employer did submit the report for the period following from the date when the certificate was

issued, 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, (Valid for a period of 1 year). **(Should be valid upon bid closing date)**

(e) Have a valid certified copy of a certificate indicating SME Status (for Bid reserved for SME); **(Should be valid upon bid closing date) (Optional)**

(f) Submit signed Bid – Securing Declaration

(g) Have a Written Undertaking as contemplated in **section 138(2) of the Labour Act, 2007**.

(h) **This bid is restricted to all Suppliers/Bidders in construction, property developer**

(i) **Site inspection is mandatory before quoting and is on 21 October 2026 @ 10:am, Physical Address: C/O Mungunda and Richard kamuhuka Street Windhoek, contact person Mr H Amashisha 081 2703635**

NB: Copies should be certified by the Namibian Police or commissioner of Oath. Failure to provide certified copies or originals of the above mandatory documents will result in disqualification of your bid.

5. Bid Security

Bidders are required to submit a Bid Security/subscribe to a Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation, a Bid Security as per the format contained in Schedule 1 of this document for an amount of NAD…**N/A**…[based on 0.05% - 2% of your budget estimate for the procurement] OR …**N/A**…% [insert percentage within the following range: 0.05% - 2% of the quoted price] valid up to ……**N/A**…… [validity period of bid security must be 30 days beyond the quotation validity period] **N/A**

6. Works Completion Period

The completion period for works shall be **60 working days** after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted/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/Tender Box located at **the Procurement Box, located at the entrance foyer, Talla's Building not later than 28 October 2026 10h00.** Quotations by post or hand delivered should reach by the same date and time at latest. Late quotations will be rejected.
N/B 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 Opening report stating the name of

the bidders, the amount, will be available to any bidder on request within three working days after 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 based on 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 must 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.~~

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.

13. Margin of Preference

13.1 The applicable margins of preference and their application methodology are as follows: ***N/A***

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

14. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation that fal1s within the estimated project budget 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

The successful bidder shall upon acceptance of its offer submit a Performance Security/guarantee as per the format contained in the Schedule for an amount of ***10 %]*** 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 seven 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:	**Ministry of Justice and Labour Relations**
Procurement Reference Number:	**W/RFQ/16-05-2026**
Subject matter of Procurement:	**REPLACEMENT OF GATE MOTORS AND REPAIR OF ELECTRIC FENCE AT LEGAL AID OFFICE**

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 shall be construed as a Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the BSD.

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 Purchase Order/ Letter of Acceptance.
Works will be completed within _____ *[Bidder to insert number]* days from date of issue of Purchase Order/ Letter of acceptance.

We declare that we "qualify/do not qualify" for Margin of Preference applicable to small and medium enterprises and shall upon request submit documentary evidence in this respect.

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(5) and 56(2))

Date: .....[Day/Month/year]

Procurement Ref No.: W/RFQ/16-05/2026

To: Ministry of Justice and Labour Relations Talla's Building, Independence Avenue, Windhoek

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** _____

Signature _____
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.*

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:

Replacement of Gate motors and Repair of Electric fence at Legal aid office

Site Inspection is Mandatory before quoting and it is on Wednesday 21 October 2026 10:00 at C/O Mungunda and Richard Kamuhuka Street Windhoek

Contact Person: Mr. H Amashisha :0812703635

NB: Failure to attend the mandatory site visit will result into disqualification of your bid.

SECTION IV: PRICED ACTIVITY SCHEDULE

Replacement of Gate motors and Repair of Electric fence at Legal aid office

SEE ATTACHED ANNEXURE B

Procurement Reference Number: W/RFQ/16-05/2026

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N$)	Total Price (N$)
1.	Replacement of Gate motors and Repair of Electric fence at Legal aid office	1			
	NB: BIIDDER'S ITEM PRICES SHOULD INCLUDE THE COST OF LABOUR				
	Total value of building items				
	Preliminaries 8%				
	Sub-Total				
	Contingencies @10%				
	SUB-TOTAL				
	VAT 15%				
	GRANT TOTAL				

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/16-05/2026**

[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]

Request for Security System			
Item No	**Specifications and Performance Required**	**Compliance of Specifications and Performance Offered**	**Details of Non-Compliance/ Deviation (If applicable)**
A*	***B****	***C***	***D***
1.	Replacement of Gate motors and Repair of Electric fence at Legal aid office		

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. **G/RFQ-WCC) Ministry of Justice and Labour Relations; Private Bag 13302; Windhoek**: except were modified by the Special Conditions below.

SECTION VI: CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a **Purchase Order** and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Works except were modified by the Special Conditions below.

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/16-05/2026**

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
Project Manager **GCC 1.1(y)**	The Project Manager is: **Mr. P Sitwala**
Site **GCC 1.1(aa)**	The Site is located at **C/O Mungunda and Richard Kamuhuka Street**
Start Date **GCC 1.1(dd)**	The Start Date shall be: _____
The Works **GCC 1.1(h)**	The Works consist of: _____
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.
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's name shall be: **_Mr Paul Daniels; Ministry of Justice and labour Relations; Private Bag 13302 Windhoek; Talla's building Independence Avenue Tel 061 2805271/5308**

GCC Clause Reference	Special Conditions
	For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact's 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: .... *b)* for loss or damage to Equipment: .... *c)* 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)* for personal injury or death: (i) 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].* (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.
Intended Completion Date **GCC 16.1**	The Intended Completion Date for the whole of the Works shall be:
Possession of the Site **GCC 20.1**	The Site Possession Date shall be **Upon award**
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

GCC Clause Reference	Special Conditions
	referred to court by either party.
Program **GCC 25.1**	The Contractor shall submit for approval a Program for the Works within **N/A** days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates ***[shall]*** be required.
Defects Liability Period **GCC 33.1**	The Defects Liability Period is: *[**One year; 8 days**]* days
Payment Certificates **GCC 39.7**	*"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".
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 (l)**	***[Its rain season]***
Price Adjustment **GCC 44.**	**The Contract is not 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 ***[10%]*** per day. The maximum number of liquidated damages for the whole of the Works is ***[10 % of the quoted price].***
Advance Payment **GCC 48.1**	(i) No advance payment shall be made*
Performance Security **GCC 49.1**	(i) A Performance Security in the form of a Bank Guarantee representing ***[10%]*** of the final contract price shall be required. *
GCC 56.1	"As built" drawings or operating and maintenance manuals *[**are not**]* 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: ***[NA]***

SCHEDULE 3: QUOTATION CHECKLIST SCHEDULE

Public Entity to update this checklist to ensure that it contains the document required from Bidder for the specific procurement.

Procurement Reference No.: W/RFQ/16-05/2026

Description	Attached	Not Attached
Quotation letter attached		
Priced Activity Schedules attached		
Specification and Compliance Sheet attached		
Bid Securing Declaration attached		
Certified Mandatory documents attached		
Quotation on bidder's letterhead attached		
Document is duly completed and initialled at each page		
The principal of business: Electrical Repairs		

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.*

"ANNEXURE A"

REPLACEMENT OF GATE MOTORS AND REPAIR OF ELECTRICAL FENCE AT LEGAL AID

	Description	Quantity	Unit Rate	Total Price
1.	**Electric Fence**			
1.1	Repair work on electric fence	1		
2.	**Gate Motors**			
2.1	Gate motor D5 Evo Smart	1		
	Gate motor D10 Evo Smart	1		
	TOTAL VALUE OF ITEMS			
	CONTINGENCIES @10%			
	SUB - TOTAL			
	VAT @15%			
	GRAND TOTAL			

THE BIDDER'S ITEM PRICES SHOULD INCLUDE THE COST OF LABOUR.

MINISTRY OF JUSTICE & LABOUR RELATIONS
DEV. PLANS & FIXED ASSETS MANAGEMENT
Certified Correct
Full Name: E. Shamukuni
Signature:
Date: 21/05/2026
Deputy Director: DPT Dir