

REPUBLIC OF NAMIBIA
OSHANA REGIONAL COUNCIL
Procurement Management Unit

Request for Quotations for Works

Maintenance of Sewerage Pipe Line at Oshakati Secondary School

Procurement Reference No: W/RFQ/ONARC DEAC -24/2024/2025

Name of Bidder:.....

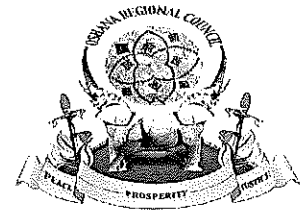
Email of Bidder:.....

Bidder contact No:.....

Bid Amount:.....

Oshana Regional Council
Leo Shoopala Street
P/Bag 5518
Oshakati

Due Date: 06 June 2024



REPUBLIC OF NAMIBIA
OSHANA REGIONAL COUNCIL
Procurement Management Unit

Letter of Invitation

.....
.....
.....

Procurement Reference No: W/RFQ/ONARC DEAC -24/2024/2025

Dear Sirs,

Subject: Maintenance of sewerage Pipe line at Oshakati Secondary School

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 Moses Matatias, Head of Procurement Management Unit @ 065 2288265 and Albertina N. Shilongo @ 065 209 315, Private Bag 5543, Oshakati.

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,

Private Bag 5543
OSHAKATI
2024-05-21
Tel: 065-2288200
Fax: 065-221292
Moses Matatias
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 **30** days from the date of bid submission deadline.

4. Eligibility Criteria

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

- a. have a valid Certified Copy Company Registration Certificate;
- b. have an original/ Certified Copy of valid good Standing Tax Certificate;
- c. have an original/Certified Copy 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. a valid reference letter with company seals for experience in works of similar nature and size, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts as reference.

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 30 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 Oshana Regional Council, Leo Shoopala Street, Private Bag 5518, Oshakati, not later than **06 June 2024 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.

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

- (a) Experience in works of similar nature and size, and details of works under way or contractually committed; and clients who may be contacted for further information on those contracts;

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
N/A

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 authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. If your quotation is not authorised, it will be rejected

Quotation addressed to: [name of Public Entity]	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instructions to Bidders

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid 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 Authorising 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: Oshana Regional Council, Private Bag 5518, Oshakati

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: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

- 1. Maintenance of sewerage pipe line at Oshakati Secondary School.*
- 2. Site Visit is permitted.*

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/ONARC DEAC -24/2024/2025**

[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
	Breaking up and removing manholes, gulleys, valve chambers, etc				
	Gully trap including brick and/ or concrete surround	1.0	No		
	Cleaning of sewerage pipes by rodding or shooting open blocked pipe not exceeding 160mm diameter with				
	Clean blocked pipes exceeding 40m and not exceeding 50m long	10.00	m		
	Clean out blockage in amnholes, catch pits, etc				
	Clean out blocked manhole or catch pit not exceeding 1m deep	4.0	No		
	Clean out blockage in manholes, catch pits etc				
	Pump out or clean out all sludge from septic tank or conservancy tank and dispose of in a suitable manner approved of by the local	60.0	m3		
	Excavation in earth exceeding 1m deep				
	Trenches and holes	242.0	m3		

	Earth filling supplied by the contractor compacted to 93% Mod. AASHTO density				
	Backfilling to trenches, holes etc	242.0	m3		
	Coarse river sand filling supplied by the contractor				
	Under floors etc	20.0	m3		
	Underground twin wall uPVC structured wall pipes laid in ground, including excavations, backfilling, backfilling, etc and all				
	110mm access stopend	27.0	No		
	Extra over for the following fittings to underground twin-wall pipes				
	160mm pipes laid in and including trenches not exceeding 1m deep	6.0	No		
	UPVC gulleys with gulley head and grating encased in concrete				
	110mm plain bend	6.00	No		
	UPVC gulleys with gulley head grating encased in concrete				
	110mm plain junction	4.0	No		
	UPVC gulleys with gulley head grating encased in concrete				
	110mm overflow gulley head	1.0	No		
	Inspection chamber				
	110mm gulley P-Trap not exceeding 1m deep	1.0	No		
	Cast iron gratings, covers etc				
	Excavate for and build inspection chamber size 900mmx600mm	2.0	No		

	internally and exceeding 1000mm and not exceeding 1500mm				
	Septic tanks				
	450x600mm single seal manhole cover and frame type 9D (68kg)	2.0	No		
				Sub-Total	
				Contingency 10%	
				Escalation 9 %	
				Mark-up 10 %	
				Sub-Total	
				Vat 15 %	
				Grand-Total	

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

Priced Activity Schedule Authorised By:

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

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **W/RFQ/ONARC DEAC -24/2024/2025**

[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	Maintenance of Sewerage Pipe line at Oshakati Secondary School as per the bill of quantities		

* 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 DEAC -24/2024/2025

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)	<i>Oshana Regional Council</i>
Intended Completion Date GCC	The intended completion date is: (1 month , from the site handover)
Project Manager GCC 1.1(y)	The Project Manager is: Mr Frans Hamukwaya (Tel: 065 229800)
Site GCC 1.1(aa)	The Site is located at: Oshakati, Oshana Region
Start Date GCC 1.1(dd)	The Start Date shall be: within 7 calendar days after receiving the purchase order
The Works GCC 1.1(hh)	Maintenance of sewerage pipe line at Oshakati Secondary School.
Interpretation GCC 2.2	The project will be completed in the following sections: _____ N/A
Interpretation GCC2.3	The following additional documents shall form part of the contract: _____ N/A
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

GCC Clause Reference	Special Conditions
	extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager <i>[may]</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 Oshana Regional Council, Leo Shoopala Street</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"> (a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i> (b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i> (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</i> (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i> (ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i> (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable. <p>The Contractor shall choose to take the insurance covers indicated above</p>

GCC Clause Reference	Special Conditions
	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 Data GCC 14.1	Site book shall be Available
Possession of the Site GCC 20.1	The Site Possession Date shall be: Within 7 calendar days after receiving the purchase order.
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 ...5..... days from the date of the issue of award letter and Purchase Order Agreement. N/A
GCC 25.3	Program updates ... be required N/A
Defects Liability Period GCC 33.1	The Defects Liability Period is: N/A
Payment Certificates GCC 39.7	Payment shall be made as per progress of works.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)	<i>Excessive Weather</i>
Price Adjustment GCC 44.	The Contract <i>is not</i> subject to price adjustment.
Retention GCC 45.	(ii) 10 % of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of

GCC Clause Reference	Special Conditions
	the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.* N/A
Liquidated Damages GCC 46.1	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) A Performance Security in the form of a Bank Guarantee representing 10% of the final contract price shall be required.* N/A
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: 10%

SCHEDULE 1:**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No. W/RFQ/ONARC DEAC- 24/2024/2025**

Description	Attached	Not Attached
Quotation letter		
Priced Bill of Quantities		
Specification and Compliance Sheet		
Bid Declaration		
Certified Copy of Company Registration Certificate		
Original or Certified Copy of Good Standing Tax Certificate		
Original or Certified Copy of Good Standing Social Security Certificate		
Certified Copy of Affirmative Action compliance Certificate		
Reference letter		

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.