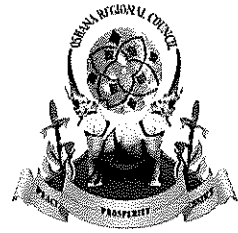


REPUBLIC OF NAMIBIA  
OSHANA REGIONAL COUNCIL



# Request for Quotations For Works

**REHABILITATION OF INFORMAL ROAD OMUSIMBOTI -NEVONGA-  
OSHIPUMBU ROAD WORKS**

**Procurement Reference No: *W/RFQ/ONARC- 170/2024/2025***

Oshana Regional Council  
Private Bag 5543  
Tell: 065- 2288200  
Fax: 065-221292

**CLOSING DATE: 24 October 2024**

**CLOSING TIME: 11H00**

**BID AMOUNT:** .....

**NAME OF BIDDER:** .....

**CONTACT PERSON:** .....

**CONTACT NO:** .....



REPUBLIC OF NAMIBIA  
OSHANA REGIONAL COUNCIL



Tel: 065-2288200 Fax: 065-221292  
E-mail: [mmoses@oshanarc.gov.na](mailto:mmoses@oshanarc.gov.na)

Private Bag 5543

Oshakati, Namibia

Our Ref .....  
Your Ref.....  
08 October 2024

Enquires: M. Moses

TO -----  
-----  
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Dear Sir/Madam

**REHABILITATION OF INFORMAL ROAD OMUSIMBOTI-NEVONGA, OSHIPUMBU ROAD WORKS**

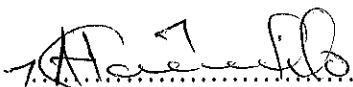
The Oshana Regional Council invites you to submit your best quote for the works described in detail hereunder.

Any resulting contract shall be subject to the terms and conditions referred to in the document.

Technical queries, if any, should be addressed to **Elly Ashikoto 0812014428 / Johannes Kalunde @ 081 860 8097**

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,

  
.....  
**MATATIAS MOSES**  
**HEAD OF PMU**



## 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 90 days from the date of bid submission deadline.

### 4. Eligibility Criteria

**The bidder or supplier must submit the following documents at the time of submitting a bid to a public entity, failing which the bidder or supplier must be disqualified:**

- (a) a valid certificate\ certified copy of good standing with the Receiver of Revenue;
- (b) a valid certificate\ certified copy of good standing with the Social Security Commission or, in the case where a company has no employees, confirmation letter from the Social Security Commission;
- (c) As required by the Affirmative Action (Employment) Act, 1998 (Act No. 29 of 1998)  
-
  - (i) a valid affirmative action compliance certificate issued under section 41 of that Act;
  - (ii) an exemption issued under section 42 of that Act; or
  - (iii) a proof from the Employment Equity Commissioner that the bidder or supplier is not a relevant employer as defined in that Act;
- (d) a written undertaking as contemplated in section 138 (2) of the Labour Act, 2007 (Act No. 11 of 2007); and
- (e) **a valid:**
  - (i) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia;

- (ii) certificate of registration of a co-operative registered under the laws regulating co-operative in Namibia;
- (iii) document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia; or
- (iv) partnership agreement in the case of a partnership, valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar arrangements,

**BUT** a bidder or supplier who is a sole proprietor only needs to comply with the provisions of paragraph (a) to (d).

#### **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 works shall be 60 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 Oshana Regional Council with the Bidder's name and contact information at the back of the envelope.

#### **8. Submission of Quotations**

Quotations should be deposited in the Quotation/Bid Box located at *Oshana Regional Council PMU Office*, not later than Thursday of 24 October 2024 **at 11h00**. Quotations by post or hand delivered should reach Oshana Regional Council, Leo Shoopala Street, Oshakati 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 Oshana Regional Council immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing Declaration, will be posted on the website of the Public Entity and available to any bidder on request within **three working days** of the Opening.

#### **10. Evaluation of Quotations**

The 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.

#### **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. 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:

**14. Award of Contract**

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

**15. Performance Security**

*N/A*

**16. Notification of Award and Debriefing**

The Oshana Regional Council 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 Oshana Regional Council shall attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award.

## SECTION II: QUOTATION LETTER

(to be completed by Bidders)

*[Complete this form with all the requested details and submit it as the first page of your quotation with the 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: [ 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 Security/Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead *[forfeiture of the security amount / disqualification on the grounds mentioned in the BDS]*

The validity period of our Quotation is \_\_\_\_\_ days 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 7days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within 60 days from date of issue of Purchase Order/ Letter of acceptance.

### Quotation Authorised by:

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

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

Date:.....

Procurement Ref No: .....

To:.....

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 IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: *W/RFQ/ONARC- 170/2024/2025*

*[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.*

**Rehabilitation of Informal Road Omusimboti - Nevonga Primary School and Oshipumbu Combined School Road Work:**

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (NS)	Total Price (NS)
A*	B*	C*	D*	E	F
1	Supply and compact to 93% mod Aashto THE G-6 material in 10 cubic trucks to the existing road to form 150 -200mm layer. Next to Mr. Nelumbu Uukongo homestead.  NB: Sourcing of the material is responsible of Contractor.  Testing of material before supplying to site	200  Cubic/  20trucks	10  Cubic  truck		
3	Compaction test of the layer	2 points	No		
7	<b>Installation culvert:</b>  Excavation and install the two holes of 1000mm diameter maximum culvert pipe with wings include formworks and concrete works as per drawing. Next to At Mr. Shikongo Mbala homestead	1	No		Rate only
8	<b>Installation culvert:</b>  1. Shift two Pipe culverts of 500mm diameter from one place to the new one within radius of 10m. 2. Excavation and install the two holes of 500mm diameter maximum culvert pipe without wings. At Mr. Reinaldo Amadhila's homestead	1	No		

<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:	
Authorized for and on behalf of:	Company		

## 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- 170/2024/2025**

*[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	<b>Rehabilitation of Informal Road to Nevonga Primary School and Oshipumbu Combined</b>		

\* 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/ONARC-170/2024/2025 GCC*) available on the website of the Public Entity (*insert website address*) except where modified by the Special Conditions below

## SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: *W/RFQ/ONARC-170/2024/2025*

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract. *[This section is to be customised by the Public Entity to suit the requirements of the specific procurement].*

GCC Clause Reference	Special Conditions
<b>Employer</b> GCC 1.1(r)	<i>Oshana Regional Council</i>
<b>Intended Completion Date</b> GCC	The intended completion date is: within 60 days after issuing of Purchasing order.
<b>Project Manager</b> GCC 1.1(y)	The Project Manager is: Johannes Kalunde (Inc.Eng.)
<b>Site</b> GCC 1.1(aa)	The Sites are located Nevonga and Oshipumbu in Ompundja Constituency
<b>Start Date</b> GCC 1.1(dd)	The Start Date shall be: Within 7 days after receiving of Purchasing Order.
<b>The Works</b> GCC 1.1(hh)	<b>Rehabilitation of Informal Road to Nevonga Primary School and Oshipumbu Combined</b>
<b>Interpretation</b> GCC 2.2	The project will be completed in the following date : December 2024
<b>Interpretation</b> GCC2.3	The following additional documents shall form part of the contract: Bid document and Purchasing Order.
<b>Language and Law</b> 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
<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 requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
<b>Delegation GCC 5.1</b>	The Project Manager may delegate his/her duties.
<b>Notices GCC 6</b>	<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</p> <p>_____</p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be</p> <p>_____</p>
<b>Insurance GCC 13.1</b>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p style="text-align: center;">N/A</p>
<b>Site Data GCC 14.1</b>	The site Data shall be: N/A
<b>Possession of the Site GCC 20.1</b>	The Site Possession Date shall be: Within 7 days after issuing of Purchasing Order.
<b>Procedure for Disputes GCC 24</b>	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
<b>Program GCC 25.1</b>	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.
<b>GCC 25.3</b>	Program updates <i>shall not</i> be required.
<b>Defects Liability Period GCC 33.1</b>	The Defects Liability Period is: 30 days.

GCC Clause Reference	Special Conditions
<b>Payment Certificates</b> <b>GCC 39.7</b>	<p>“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”.</p>
<b>Payments</b> <b>GCC 40</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) the payment certificate; and</li> <li>(b) a certificate of Completion of the Works.</li> </ul>
<b>Adverse weather Conditions</b> <b>GCC 41.1 (I)</b>	<p><i>Applicable</i></p>
<b>Price Adjustment</b> <b>GCC 44.</b>	<p>The Contract <i>is not</i> subject to price adjustment.</p>
<b>Retention</b> <b>GCC 45.</b>	<p>(i) no proportion of any payments shall be retained* or *</p>
<b>Liquidated Damages</b> <b>GCC 46.1</b>	<p>The liquidated damages for the whole of the Works are N\$200 per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is N\$2000.00.</p> <p><i>[Usually liquidated damages are set between 0.05 percent and 0.10 percent per day, and the total amount is not to exceed between 5 percent and 10 percent of the Contract Price. Alternatively, the daily rate could reflect the actual prejudice that the procuring entity may claim to suffer as direct cost, where applicable or a nominal value taking into consideration the size of the building, nature of construction and the incidence due to non-availability of the building as from the intended completion date. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here.]</i></p>
<b>Bonus</b> <b>GCC 47.1</b>	<p>The rate for the Bonus per calendar day is: _____ N/A _____</p>
<b>Advance Payment</b> <b>GCC 48.1</b>	<p>(i) No advance payment shall be made* or</p>
<b>Performance Security</b> <b>GCC 49.1</b>	<p>(i) No Performance Security is required</p>
<b>GCC 56.1</b>	<p>“As built” drawings or operating and maintenance manuals <i>[insert are or are not]</i> required.</p>
<b>GCC 59.1</b>	<p>The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is: <i>[insert percentage]</i></p>

**SCHEDULE 2**

**QUOTATION CHECKLIST SCHEDULE**

*[Public Entity to update this Checklist to ensure that it contains the documents required from Bidders for the specific procurement]*

PROCUREMENT REFERENCE NO.: *W/RFQ/ONARC-170/2024/2025*

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
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		
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;		
Submit signed Bid-securing Declaration.		
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.*