



Otjozondjupa Regional Council

Tel: (067) 303702/303619/304168
Fax: (067) 302760/302742

P.O. Box 1682
Otjiwarongo
NAMIBIA

Request for Quotations

Procurement Reference No:
W/RFQ/OTRC-12/2023/24

DESCRIPTION OF WORKS

Construction of Water Reticulation at Kalkfeld Settlement (Phase 1) – Otjozondjupa Region

Name of Bidder:

Contact Number of Bidder:

Email Address of Bidder:

Authorized Representative:

Total price:

Signature:

Closing Date & Time: 25th January 2024; 10h00

**Procurement Committee
Otjozondjupa Regional Council
P.O. Box 1682
Otjiwarongo
Namibia**

Tel: +264-67-303702

Fax: +264-67-302760



Otjozondjupa Regional Council

Tel: (067) 303702/303619/304168
Fax: (067) 302760/302742

P.O. Box 1682
Otjiwarongo
NAMIBIA

Letter of Invitation

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

Dear Sir / Madam

PROCUREMENT REFERENCE NO: *W/RFQ/OTRC-12/2023/24*

RE: CONSTRUCTION OF WATER RETICULATION AT KALKFELD SETTLEMENT (PHASE 1) – OTJOZONDJUPA REGION

The Otjozondjupa Regional Council invites you to submit your best quote for **construction of water reticulation at kalkfeld settlement (phase 1) – Otjozondjupa region** as described in detail in the bidding document hereunder.

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

Technical Queries, if any, should be addressed to **Mr. S. Shidhika via email:**

sshidhika@otjozondjuparc.gov.na

Administration Queries, if any, should be addressed to **Ms S.M.K. Tuahuku via e-mail:**

stuahuku@otjozondjuparc.gov.na

Please prepare and submit your quotation on or before **25th January 2024; at 10h00** in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,

.....
Mrs S.M.K. Tuahuku
Head of Procurement Management Unit

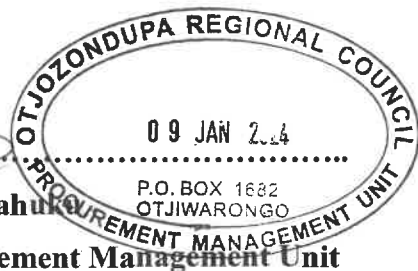


Table of Contents

- PART 1 – Bidding Procedures.....**
- Section 1 - Instructions to Bidders
- Section II- Bidding Data Sheet.....
- Section III - Bidding Forms
- Section IV - Evaluation Criteria.....
- PART 2 – Employer’s Requirements**
- Section V - Employer’s Requirements.....
- PART 3 – Conditions of Contract and Contract Forms.....**
- Section VI. General Conditions of Contract
- Section VII. Special Conditions of Contract.....
- Section VIII - Contract Forms.....

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

Otjozondjupa Regional Council

- (a) have the right 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 also advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your Quotation.

3. Eligibility Criteria

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

- (a) have a valid certified copy of Founding Statement for any of the followings:
 - i. *an entity incorporated or registered under the company or close corporation laws in Namibia;*
 - ii. *co-operative registered under the laws regulating co-operatives in Namibia;*
 - iii. *document serving as of registration as a Trust and Trust deed for a trust registered under laws regulating trusts in Namibia;*
- (b) have valid original or certified copy of Good Standing Tax Certificate;
- (c) have valid original or certified copy of Good Standing Social Security Certificate;
- (d) have a valid certified copy of Affirmative Action Compliance Certificate or 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) have or sign a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (f) sign the Bid Securing Declaration
- (g) original or certified copy of partnership agreement in the case of partnership, a valid joint venture agreement in the case of a joint venture or valid agreement in case of other similar arrangement, but a bidder or supplier who is a sole proprietor only needs to comply of (a) to (d)

- (h) have two or more relevant, contactable and certified reference letters from reputable organisation for similar supply for the last five years (5). The letter must be on the Letterhead of the company providing reference and must be signed and stamped.
- (i) Bank rating letter with a C or better rating
- (j) Reference letters for at least two successfully completed projects of the same magnitude
- (k) Have a certificate indicating SME Status (for Bids reserved for SMEs);
- (l) All pages signed where applicable and initialled.
- (m) One bidding document per bidder including partnership
- (n) Certified copy of owner or owners/ bidder Identification Document

4. Technical requirement:

- (i) total monetary value of works performed for each of the last five years;
- (ii) experience in works of a similar nature and size for each of the last five years, and details of works under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (iii) list of major items of construction equipment proposed to carry out the Contract;
- (iv) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (v) authority to the Employer to seek references from the Bidder's bankers;
- (vi) information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (vii) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5. Bid Securing Declaration

Bidders are required to sign a Bid Securing Declaration form

6. Works Completion Period/Validity period of Quotation

The validity period of the quotation is **90 days** and the completion period for works shall be **90 days** after acceptance and issue of Purchase Order and the signing of contract agreement. Deviation in completion period shall not be accepted but 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 Otjzondjupa Regional Council with the Bidder's name and contact details at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at **Otjzondjupa Regional Council's head Quarters at 22 Henk Willems Street, Otjiwarongo; Ground Floor-Block B** not later than **25th January 2024; at 10h00**. Late quotations will be rejected.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at **Otjozondjupa Regional Council's head Quarters at 22 Henk Willems Street, Otjiwarongo; Ground Floor-Block B** not later than **25th January 2024; at 10h00**. Late quotations will be rejected.

10. Opening of Quotations

Quotations will be opened internally immediately after the closing time referred to in section 7 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted will be posted on the website of **Otjozondjupa Regional Council** and available to any bidder on request within three working days of the Opening.

11. Evaluation of Quotations

Otjozondjupa 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 most substantially responsive evaluated quotation.

12. 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.

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

None

15. Award of Contract

The Bidder having submitted the most evaluated responsive quotation and meeting all required documentations as prescribed in the bidding shall be selected for award of contract. Award of contract shall be by issue of a Contract Agreement and 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

Otjozondjupa 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 Public Entity shall attend to all requests for debriefing made in writing **within 7 days** of the unsuccessful bidders being informed of the award.

17. Payment terms:

Payment will be made within thirty days (30) days after completion or partial completion of work and receipt of the correct invoice.

18. Conflict of interest:

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid or another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid.

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:	Otjozondjupa Regional Council
Procurement Reference Number:	W/RFQ/OTRC-12/2023/24
Subject matter of Procurement:	Construction of water reticulation at Kalkfeld Settlement (Phase 1) – Otjozondjupa region

I/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.

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

I/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.

I/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. I/We further understand that this subscription will lead to the disqualification on the grounds mentioned in the BDS]

The validity period of our Quotation is _____ days *[insert number of days]* from the date of the bid submission deadline.

I/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 _____ *[insert number]* days from date of issue of Purchase Order/ Letter of Acceptance and signing the contract agreement.

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.....

Procurement Ref: No. W/RFQ/OTRC-12/2023/24

To: Otjozondjupa Regional Council

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**
- (d) in the bidding document, should I/We* be successful bidder; or**
- (e) 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 or a dully authorised assigned member/partner of that close corporation]*



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. EMPLOYER'S 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.*

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration: *[insert]*
 Principal place of business:..... *[insert]*
 Power of attorney or other acceptable document of signatory of Bid: *[attach]*
- 1.2 Total annual volume of works performed in five years, in the internationally traded currency specified in the BDS:
 *[insert]*
- 1.3 Works performed as prime Service Provider on the provision of Works of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Works provided and year of completion	Value of contract
(a)			
(b)			
(c)			
(d)			

- 1.4 List major items of Work Provider's Equipment proposed for carrying out the Works. And the bidder herewith guarantees to provide all needed equipment to the site within the time frame indicated hereunder. **Bidders must provide proof of ownership of equipment. If any equipment is not owned by the bidder, the bidder must attach a valid letter of intent from a reputable equipment hire firm that such equipment would be provided during the contract period. Employer reserves the right to validate any information submitted.**

Equipment type and size E.g. Tipper truck	Registration Number	Equipment make and age (years)	Name of Owner	Date Available

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. **Attach CVs of proposed personnel.**

Position	Personnel Name & Qualification	Professional Registration & Registration Number	Nationality	Number of Years of experience in proposed position
Contractor's Contract Manager	&			
Contractor's Site Agent	&			
General Foreman	&			
Compactor Operator	&			
Others (specify):	&			
Clerical Staff	State how many:	N/A		N/A
Artisans	State how many:	N/A		N/A
Semi-skilled Labourers	State how many:	N/A		N/A
Unskilled Labourers	State how many:	N/A		N/A

1.6 Proposed subcontracts and firms involved, **if applicable:**

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Years of Experience in providing similar Works

1.7 Proposed Program (service work method and schedule): Program showing the general methods, arrangements, order and timing for all activities. The Works shall be carried out in accordance with the approved Program as updated.

Description of Stage of Work	Expected Time to be taken (weeks)	Week of Commencement	Week of Completion

- 2. Joint Ventures**
- 2.1 The information listed in 1.1 - 1.7 above shall be provided for each partner of the joint venture.
 - 2.2 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
 - 2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

- (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

SECTION III: PRICED ACTIVITY SCHEDULE / SPECIFICATIONS:

PROCUREMENT REFERENCE NUMBER: W/RFQ/OTRC-12/2023/2024

DETAILED SCOPE OF WORKS HAS BEEN SUMMARISED BELOW:

- i. Establishment of Contractor's camp, equipment and other facilities
- ii. Land surveying and setting out of water reticulation
- iii. Site Clearance (upon instruction by project manager)
- iv. Identification of existing services if any
- v. Excavation of pipe trenches
- vi. Supply, handle, lay, bed, test and disinfect main and house connections' pipes
- vii. Supply, testing and construction of valves
- viii. Defects correction
- ix. Cleaning and site de-establishment.

PREAMBLE TO ACTIVITY SCHEDULE:

- (a) The Activity Schedule below is divided into two lots (A&B), and the bidder shall only select one to complete and not both.
- (b) Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.
- (c) The quantities shown below are approximate and not subject to re-measurement for payment purposes.
- (d) The Activity Schedule below is to be read in conjunction with the General Conditions of Contract, Special Conditions of the Contract, the Project Specifications, and the Drawings.
- (e) The Activity Schedule or Bill comprises of items covering the contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
- (f) The bidder is at liberty to insert a rate of his own for each item in the bill and such prices and rates shall cover all costs and expenses required for the construction of the project including the risks, liabilities and obligations set forth in the document on which the bid is based.
- (g) Bidder must use black ink to insert rates and changes will only be acceptable if the original rates are crossed out, new rate is indicated next to it, and bidder has signed next to the change made.
- (h) Currency of Bid: Namibian Dollars

LOT A

CONSTRUCTION OF WATER RETICULATION AT KALKFELD EXTENSION 1 TOWNSHIP - KALKFELD SETTLEMENT

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price	Total Price
A*	B*	C*	D*	E	F
1. Extra Over Trench and Hole Excavations of depth not less than 600mm and width less than 600mm					
1.1.	Hard rock excavation <i>Note: Hard rock means any granite, quartzitic sandstone, slate and rock of similar or greater hardness which requires the use of jack hammers and other mechanical means to excavate.</i>	1248.0	m ³		
2. Earth Filling In Supplied By The Contractor Compacted To 93%Mod. Ash to Density					
2.1.	Backfilling to trenches, compact and dispose surplus/unsuitable materials, including import to fill rate	1248.0	m ³		
3. 25MPa/19mm Concrete					
3.1.	Footing, bases and ground beams for the thrust blocks and valve boxes constructions as per drawings, including marker blocks.	3.9	m ³		
4. Vacuum Breakers, Relief Valves, etc. in valve box on concrete support, right-hand closing and non-rising spindle with cap top: supply, handle, joint, test, and disinfect where necessary.					
4.1.	50mm AVK Gate valve PN16 for uPVC pipes or similar approved	4	No.		
4.2.	38mm Hydrant Landing Valve	2	No.		
5. Extra over HDPE Pipes Class 10 and Fittings: supply, handle, lay, bed, joint, test, and disinfect (potable water pipeline) in ground trenches not less than 600mm including house connections					
5.1.	25mm HDPE Pipes	1120	m		
5.2.	25mm × 25mm HDPE Equal Tee	120	No.		

5.3.	25mm Equal 90° Elbow Compression fitting HDPE	240	No.		
5.4.	25mm HDPE Compression End Cap	242	No.		
6. Class 9 uPVC Water Pipes and Fittings: supply, handle, lay, bed, joint, test, and disinfect (potable water pipeline) in ground trenches of depth not less than 600mm and width less than 600mm					
6.1.	50mm uPVC Pipes	1850	m		
6.2.	50mm uPVC Equal Tee	9	No.		
6.3.	50mm uPVC Elbow 90°	2	No.		
6.4.	50mm × 25mm × 4 Bolts Clamp Tapping Tee Saddle	120	No.		
6.5.	38mm Elbow 90°	2	No.		
7. Galvanised mild steel medium grade pipes, joints and connectors: supply, handle, lay, bed, joint, test, and disinfect (potable water)					
7.1.	25mm Galvanised Nipple	1	No.		
7.2.	38mm Galvanised Pipe	4	m		
7.3.	50mm × 38mm Reducing Iron Hydrant Tee fitting	2	No.		
7.4.	Pair of Steel Flanges (with gasket, bolts & nuts) for 38mm pipe	8	No.		
7.5.	50mm × 25mm Galvanised Reducing Socket	2	No.		
8. Preliminaries					
8.1. Site Clearance					
8.1.1.	Removal of trees and stumps of heights between 1 – 3 metres	20	No.		Rate Only
8.1.2.	Temporary protection of existing services	1	Sum		
8.1.3.	Removal of rubble as instructed by the Project manager	-	m ³		Rate Only
8.1.4.	Remove contractor's site establishments on completion	1	Sum		
8.2. Establishment, Operation and Maintenance of Site Facilities for Contractor					
8.2.1.	Office and Storage sheds	1	Sum		
8.2.2.	Living Accommodation	1	Sum		

8.2.3.	Name Board (one sided)	1	Sum		
8.2.4.	Tools and equipment	1	Sum		
8.2.5.	Water, electricity and communication Services	1	Sum		
8.2.6.	Ablution and latrine facilities	1	Sum		Rate Only
				Other Additional Costs	
				Subtotal	
				VAT @ 15 %	
				Total Bidding Price	

Enter 0% VAT rate if VAT exempt.

Priced Activity Schedule Authorised By:

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

LOT B

CONSTRUCTION OF WATER RETICULATION AT DINOSDAL TOWNSHIP - KALKFELD SETTLEMENT

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price	Total Price
A*	B*	C*	D*	E	F
9. Extra Over Trench and Hole Excavations of depth not less than 600mm and width less than 600mm					
9.1.	Hard rock excavation <i>Note: Hard rock means any granite, quartzitic sandstone, slate and rock of similar or greater hardness which requires the use of jack hammers and other mechanical means to excavate.</i>	712.0	m ³		
10. Earth Filling In Supplied By The Contractor Compacted To 93%Mod. Ash to Density					
10.1.	Backfilling to trenches, compact and dispose surplus/unsuitable materials, including import to fill rate	712.0	m ³		
11. 25MPa/19mm Concrete					
11.1.	Footing, bases and ground beams for the thrust blocks and valve boxes constructions as per drawings, including marker blocks.	4.0	m ³		
12. Vacuum Breakers, Relief Valves, etc. in valve box on concrete support, right-hand closing and non-rising spindle with cap top: supply, handle, joint, test, and disinfect where necessary.					
12.1.	110mm AVK Gate valve PN16 for uPVC pipes or similar approved	2	No.		
13. Class 9 uPVC Water Pipes and Fittings: supply, handle, lay, bed, joint, test, and disinfect (potable water pipeline) in ground trenches of depth not less than 600mm and width less than 600mm					
13.1.	50mm uPVC Pipes	1194	m		
13.2.	50mm uPVC Equal Tee	5	No.		
13.3.	50mm uPVC Elbow 90°	1	No.		
13.4.	50mm uPVC Elbow 45°	3	No.		

13.5.	160mm × 110mm × 6 Bolts Clamp Tapping Tee Saddle or similar approved	1	No.		
13.6.	110mm uPVC Pipes	500	m		
13.7.	uPVC Reducing Socket 110mm x 90mm	1	No.		
13.8.	110mm uPVC Elbow 90°	1	No.		
13.9.	110mm uPVC Elbow 45°	1	No.		
14. Preliminaries					
14.1. Site Clearance					
14.1.1.	Removal of trees and stumps of heights between 1 – 3 metres	10	No.		Rate Only
14.1.2.	Temporary protection of existing services	1	Sum		
14.1.3.	Removal of rubble as instructed by the Project manager	-	m ³		Rate Only
14.1.4.	Remove contractor's site establishments on completion	1	Sum		
14.2. Establishment, Operation and Maintenance of Site Facilities for Contractor					
14.2.1.	Office and Storage sheds	1	Sum		
14.2.2.	Living Accommodation	1	Sum		
14.2.3.	Tools and equipment	1	Sum		
14.2.4.	Water, electricity and communication Services	1	Sum		
14.2.5.	Ablution and latrine facilities	1	Sum		Rate Only
				Other Additional Costs	
				Subtotal	
				VAT @ 15 %	
				Total Bidding Price	
<i>Enter 0% VAT rate if VAT exempt.</i>					

Priced Activity Schedule 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 works available on the website of the Public Entity, except where modified by the Special Conditions below

SECTION V SPECIAL CONDITIONS OF CONTRACT

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract. The following Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. Take note that the below Special Conditions apply to both Lots (Lot A & Lot B), except otherwise where it is specifically indicated.

GCC Clause Reference	Special Conditions
Employer GCC 1.1(r)	Otjozondjupa Regional Council
Intended Completion Date GCC	The Intended Contract or maximum completion period is: Lot A: Four (4) months (120 Calendar days) from the commencement date. Lot B: Two (2) months (60 Calendar days) from the commencement date.
Project Manager GCC 1.1(y)	The Project Manager is: Mr. S. S. N. Shidhika
Site GCC 1.1(aa)	The Site is located at: Kalkfeld Settlement (Otjiwarongo Constituency) in Otjozondjupa Region
Start Date GCC 1.1(dd)	The Start Date shall be: One week after signing of Contract Agreement
The Works GCC 1.1(hh)	The contract name is: Construction of Water Reticulation at Kalkfeld Settlement (Phase 1) – Otjozondjupa Region Procurement Reference No: W/RFQ/OTRC-12/2023/24
Interpretation GCC 2.2	The project will be completed in the following sections: As a whole once off project. NB! Contingencies to be claimed must be verified and certified correct by the Works Inspector and Project Manager with a Quotation before it is paid.
Language and Law	The language of the contract is: English

GCC Clause Reference	Special Conditions
GCC 3.1	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.
Delegation GCC 5.1	The Project Manager may not 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:</p> <p>The Chief Regional Officer; Otjozondjupa Regional Council; P.O. Box 1682; Otjiwarongo</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> <hr/> <hr/>
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> <p>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></p> <p>(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></p> <p>(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></p> <p>(d) for personal injury or death:</p> <p>(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></p> <p>(ii) of other people: <i>[This cover shall be for an adequate amount for</i></p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where</p>

GCC Clause Reference	Special Conditions
	<p>applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
Site Date GCC 14.1	<p>The Site Date shall be one week after signing of contract</p>
Possession of the Site GCC 20.1	<p>The Site Possession Date shall be: One week after signing of Contract Agreement.</p>
Procedure for Disputes GCC 24	<p>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.</p>
Program GCC 25.1	<p>Work program: Applicable</p> <p>The Contractor shall submit for approval a program for the works within 7 days from the date of the notification of award and letter of acceptance.</p>
GCC 25.3	<p>Program updates shall be required for this project: The period between program updates is 30 days.</p>
Defects Liability Period GCC 33.1	<p>The Defects Liability Period is: Twelve months after practical completion date</p>
Payment Certificates GCC 39.7	<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>
Payments GCC 40	<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"> (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)	<p>Adverse weather refers to the floods, lightning strikes and heavy storm</p>
Price Adjustment GCC 44.	<p>The Contract is not subject to price adjustment.</p>
Retention GCC 45.	<p>10% of Contract amount shall be retained as Retention for a period of Twelve Months after Practical Completion of project</p>
Liquidated	<p>The liquidated damages for the whole of the Works are: N/A</p>

GCC Clause Reference	Special Conditions
Damages GCC 46.1	
Bonus GCC 47.1	The rate for the Bonus per calendar day is: N\$ 0.00
Advance Payment GCC 48.1	None
Performance Security GCC 49.1	Performance Security is required: A Bank Guarantee or Performance Security shall be 10% (ten percent) of the contract price including provisional, contingencies and VAT amounts.
GCC 56.1	<p>“As built” drawings or operating and maintenance manuals are not required.</p> <p>However, the following site data shall be required:</p> <ul style="list-style-type: none"> (a) Construction Drawings (b) Rainfall Data (c) Site Instruction Book (d) Request for Approval of Works (e) Daily Safety Reports
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: N/A

Evaluation Criteria:

This section contains supplementary criteria that the Employer shall use to evaluate bids.

The employer reserves the right to verify the information submitted by the bidders, and to reject the bid in the event that wrong information is provided.

Evaluation

Evaluation Methodology

Evaluation will be conducted by an Ad hoc Bid Evaluation Committee (BEC) in accordance to the instruction to bidders, bidding data sheet and the three phases’ evaluation methodology.

Phase 1: Mandatory Documents

The eligibility criteria will be assessed based on a **Yes or No**. All bidders that pass with **Yes** in all the required documents as stated in the table below, will proceed to the next phase (phase 2 - technical evaluation).

Phase 2: Technical Evaluation

Bidders will be evaluated based on the technical evaluation criteria and weight as stated in table 2. The total technical evaluation is 100 points. For a bidder to proceed to the next phase (phase 3 – financial evaluation), the bidder must score 70 points and above. Bidders who fail to score the required minimum Technical score of 70 points will be deemed as “technically non-responsive”, and such bidders will be excluded from being considered for further evaluation.

Phase 3: Financial Evaluation

The lowest evaluated substantially responsive bid price will be determined after the Technical Score has been determined. Margin of preference is not applicable for this contract (ITB Clause 31).

PHASE 1		
Preliminary Administrative Evaluation of Bids	Comply	Not Comply
Bidder has submitted the duly filled in, signed, stamped, and dated Bid Submission Sheet Form;		
Bidder submitted written statement by a power of attorney (or notary statement, etc. proving that the person, who signed the bid on behalf of the company/joint venture/consortium is duly authorized to do so (ITB 5.3(b)		
Original and all copies of the bid are typed or written in indelible Black ink and signed by a person duly authorized to sign on behalf of the Bidder (ITB 13.1(f)(7) Sub-clause)		
All pages of the bid, except for non-amended printed descriptive literature, are signed or initialled by the person signing the bid (ITB Clause)		
Bid is written in English language (ITB Clause 12)		
Offered period of validity of the bid is in line with the period stipulated in ITB 16.1		
Obligatory Documents (Legal Admissibility)		
A certified copy of the Company Registration Certificate issued by the Ministry of Industrialization, Trade and SME development or Business and Intellectual Property Authority (BIPA), certified by a Commissioner of Oaths accompanied by the relevant CM forms and documents showing proof of equity	Comply	Not Comply
Bidders shall provide certified copies of Identification Documents (IDs) of the shareholders, members and their corresponding shareholder certificates of a corporation or members of a trust, certified by the Commissioner of Oaths. In addition, certified copies of the CM/CC forms indicating equity		
Bidder has submitted Valid trade license indicating the stream of business in which the company is engaged and is it related to the procurement activity		
Bidder has an original valid/certified copy by the Namibian Police or Commission of Oath of Good Standing Tax Certificate		

Bidder has an original valid/certified copy by the Namibian Police or Commission of Oath of Good Standing Social Security Certificate;		
Bidder 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		
Bidder attached a copy or original bid purchased receipt		
Is 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 been signed;		
Valid certified copy of Fitness Certificate		
Signed Bid Securing Declaration		
PHASE 2		
Technical Evaluation		
<p>Technical Score for each bidder passing 'Phase 1: Mandatory Document' stage will be calculated using the following formula:</p> $T_s = (T_f + T_x + T_c + T_m + T_d)$ <p>Whereby, various elements of the formula are defined below:</p> <p><i>Bidders with a Technical Score of less than 70% will be deemed as "technically non-responsive", and such bidders will be excluded from being considered for any further evaluation. Hence, bidders are required to fill in all the Bidding Forms and submit valid supporting documentations that would enable the bid evaluators to award points with regards to the below attributes.</i></p>		
Technical Attributes		Max Points
T_f	Financial Resource / Capacity:	
	Bid Declaration Form Line of Credit / Bank Rating	5 5
T_x	Relevant Experience:	
	Comply with Similar Experience Requirements	15
	<ul style="list-style-type: none"> • References / Completion Certificates: <ul style="list-style-type: none"> 1. Reference of Similar Work (water reticulation) = 5 • Experience of Previous 5 Years of Civil Project: <ul style="list-style-type: none"> 1. Water Network Project = 4 	10

	2. Other civil projects such as sewer reticulation = 2	
T_c	<p>Relevant Competence:</p> <p>Staff (Contract of Agreement between Employee & Employer)</p> <ul style="list-style-type: none"> • Registered Civil Engineer with Namibia Council of Namibia = 5 • Registered Staff In-training with Namibian Recognised Body = 5 <p><i>Attach proof of personnel registration.</i></p> <ul style="list-style-type: none"> • Contract Manager (5 years) <ul style="list-style-type: none"> 1. With experience in water reticulation projects = 10 2. Experience in other civil work (e.g. sewer reticulation) = 5 3. Experience in non-civil work = 0 • Site Agent (5 years): <ul style="list-style-type: none"> 1. With experience in water reticulation projects = 10 2. Experience in other civil work (e.g. sewer reticulation) = 5 3. Experience in non-civil work = 0 • Foreman (2 years): <ul style="list-style-type: none"> 1. With experience in water reticulation projects = 10 2. Experience in other civil work (e.g. sewer reticulation) = 5 3. Experience in non-civil work = 0 • Safety Officer (2 years): <ul style="list-style-type: none"> 1. Experience in other civil work (e.g. sewer reticulation) = 5 2. Experience in non-civil work = 0 	<p>5</p> <p>5</p> <p>10</p> <p>10</p> <p>10</p> <p>5</p>
T_m	<p>Plant Capacity:</p> <ul style="list-style-type: none"> • Minimum plant equipment required: <ul style="list-style-type: none"> - Excavator/jack hammer - Front loader - Tipper Truck - Vibrator - 350 Litre Concrete Mixer - Plate Compactor - Rubble pick up Truck - Water Tank <p><i>Provide proof of ownership or valid letter of intent to hire from reputable hiring company</i></p>	10
T_d	<p>Local Company:</p> <ul style="list-style-type: none"> • Local company (Otjozondjupa Region) • Non-Local Company (Outside Otjozondjupa Region) 	<p>6</p> <p>4</p>
T_s	Technical Score	100

PHASE 3

FINANCIAL EVALUATION

Only the bidders scoring 70 points and above of Technical Score would be evaluated in this last phase (Phase 3 - Financial Evaluation). And the bidder with the lowest evaluated substantially responsive bid price (inclusive of VAT) would be considered for award of contract.

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/OTRC-12/2023/24

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Securing Declaration		
have a valid company Registration Certificate		
have an original or certified valid good Standing Tax Certificate		
have an original valid or certified good Standing Social Security Certificate		
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		
have a certificate indicating SME Status (for Bids reserved for SMEs);		
Certified copy of Owner or owners Identification cards attached		

Other required documents such as qualification and CVs of proposed personnel, Bank Guarantee; equipment hire letter if applicable; proof of similar work experiences and so on.		
---	--	--

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