



Otjozondjupa Regional Council

BIDDING DOCUMENT

For

Procurement of Works

PROCUREMENT REFERENCE NO: W/RFQ/OTRCMT-02/2023/24

PROCUREMENT DESCRIPTION:

Removal and replacement of fence at Department of Works
Grootfontein Sub-office auction yard

Name of Bidder:

Contact Number of Bidder:

Email Address of Bidder:

Authorized Representative:

Total price:

Signature:

Closing Date & Time: 7th December 2023; 10h00

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

Tel: +264-67-303702

Fax: +264-67-302760

Standard Bidding Document

Table of Contents

PART 1 – Bidding ProceduresError! Bookmark not defined.

 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**Error! Bookmark not defined.**
 Section VII. Special Conditions of Contract.....
 Section VIII - Contract Forms.....



Otjozondjupa Regional Council

Tel: 067-303702
Fax: 067-302760/302742

P.O. Box 1682
Otjiwarongo
Namibia

Letter of Invitation

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

Dear Bidder,

PROCUREMENT REFERENCE NO: W/RFQ/OTRC/MT-02/2022/23

DESCRIPTION: Removal and replacement of fence at Department of Works
Grootfontein Sub-office auction yard

The Otjozondjupa Regional Council invites you to submit your best quote for Removal and replacement of fence at the Department Works, Grootfontein Sub-Office as described in detail in the bidding document hereunder.

Please prepare and submit your quotation on or before **07 December 2023, 10h00** in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

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. JT Upora via email to upora.justice@gmail.com**

Administration Queries, if any, should be addressed to **Mr L. Tjivikua via email to ltjivikua.maint@otjozondjuparc.gov.na**

Yours faithfully,

..... P.O. BOX 1682
OTJIWARONGO
PROCUREMENT MANAGEMENT UNIT

Ms S.M.K. Tuafika
Head: Procurement Management Unit

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. Validity of Quotations

The quotation validity period shall be **60** 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 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) Complete document in full;
- (i) Civil Trade Qualifications of owner or employees
- (j) Sign all pages where applicable and initial the whole document.
- (k) Have a certificate indicating SME Status
- (l) One bidding document per bidder including partnership
- (m) Certified copy of owner or owners/ bidder Identification Document.

5. Bid Security/Bid Securing Declaration

Bidders are required to sign a bid security declaration form

6. Works Completion Period/Validity period of Quotation

The validity period of the quotation is **60 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 Otjozondjupa 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 **Otjozondjupa Regional Council's Head Quarters at 22 Henk Willems Street, Otjiwarongo; Ground Floor-Block B** not later than **10h00** on **7th December 2023**.

Late quotations will be rejected.

9. 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.

10. 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.

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

None

14. Award of Contract

The Bidder having submitted the most evaluated responsive quotation and meeting all needed require 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.

15. 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.

16. Payment terms:

The Employer undertakes to effect payment within 30 days after completion of the services to the satisfaction of the Client subject to the Service Provider making goods all defects and submitting all required documents to initiate payment. Final payment shall be adjusted to reflect any noncompliance in the execution of the contract.

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:	NCS/RFQ/OTRCMT-02/2023/2024
Subject matter of Procurement:	Removal and replacement of fence at Department of Works Grootfontein Sub-office auction yard

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	

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

Date:.....

Procurement Ref No. W/RFQ/OTRC/MT-02/2022/23

To: Otjzondjupa 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 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 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. 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/OTRC/MT-02/2022/23**

REMOVAL AND REPLACEMENT OF FENCE AT THE GROOTFONTEIN SUB-OFFICE				
	DESCRIPTION	QUANTIT Y	UNIT RATE	AMOUNT
1. MORTICE LOCKS				
1.1	75mm Solid hardened 6-pin steel slide padlock	8		
1.2	Oval knob cylinder lock with oval profile lock case and brass forend	3		
1. TRIMING AND REMOVAL OF TREE BRANCHES				
2.1	Tree exceeding 1000mm and not exceeding 2000mm grits	6		
2. REMOVAL OF FENCE				
3.1	Remove existing fence exceeding 1200mm and not exceeding 2400mm high complete with all droppers, stays, posts, etc.	92 m		
3. NEW SECURITY FENCE				
4.1	Security fencing 2100mm high vertically with 600mm long 45 degrees overhang to one side formed of 50mm diameter	92 m		
4.2	Extra over for Razor coil to top of security fencing in lieu of four rows of barbed wire	92 m		
4.3	Gate size 1000 x 2100mm overall in two equal leaves with 600mm long 45 degrees overhang with barbed wire and covered	1		
4.4	Gate size 3000 x 2100mm overall in two equal leaves with 600mm long 45 degrees overhang with barbed wire and covered	2		

Enter 0% VAT rate if VAT exempt.

SUB TOTAL	
CONTIGENCIES 10%	
VAT 15%	
Total Amount	

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

[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)
A*	B*	C	D
1	<p><u>MORTICE LOCKS</u> 75mm Solid hardened 6-pin steel slide padlock</p> <hr/> <p>Oval knob cylinder lock with oval profile lock case and brass forend</p>		
2	<p><u>TRIMMING AND REMOVAL OF TREE BRANCHES</u> Tree exceeding 1000mm and not exceeding 2000mm grits</p>		
3	<p><u>REMOVAL OF FENCE</u> Remove existing fence exceeding 1200mm and not exceeding 2400mm high complete with all droppers, stays, posts, etc.</p>		
4	<p><u>NEW SECURITY FENCE</u> Security fencing 2100mm high vertically with 600mm long 45 degrees overhang to one side formed of 50mm diameter</p> <hr/> <p>Extra over for Razor coil to top of security fencing in lieu of four rows of barbed wire</p> <hr/> <p>Gate size 1000 x 2100mm overall in two equal leaves with 600mm long 45 degrees overhang with barbed wire and covered</p> <hr/> <p>Gate size 3000 x 2100mm overall in two equal leaves with 600mm long 45 degrees overhang with barbed wire and covered</p>		

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 () available on the website of the Public Entity () except where modified by the Special Conditions below

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

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
Employer GCC 1.1(r)	Otjodzondjupa Regional Council – Division Maintenance & Technical Services – Otjiwarongo Regional Office
Intended Completion Date GCC	The intended completion date is: To be discussed during side handover
Project Manager GCC 1.1(y)	The Project Manager is: Ms. H. Mvula
Site GCC 1.1(aa)	The Site is located at: Grootfontein
Start Date GCC 1.1(dd)	The Start Date shall be: Two weeks after signing of Contract Agreement
The Works GCC 1.1(hh)	The Works consist of: Removal and replacement of fence at Grootfontein Sub-Office
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 with a Quotation before it's paid.

GCC Clause Reference	Special Conditions
Interpretation GCC2.3	The threshold amount of the project will be determined by the Ministry of Works and 5% under or above the threshold amount will be the most responsive amount during the evaluation.
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.
Delegation GCC 5.1	The Project Manager may delegate his/her duties.
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 name shall be: Division Maintenance & Technical Services: Otjiwarongo Regional Office 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 _____
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: <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</i>

GCC Clause Reference	Special Conditions
	<p style="text-align: center;"><i>its representatives].</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 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	The Site Date shall be discussed: After signing of Contract Agreement
Possession of the Site GCC 20.1	The Site Possession Date shall be: Two weeks after signing of Contract Agreement.
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	Work program: Not applicable
GCC 25.3	Program updates shall not be required for this project.
Defects Liability Period GCC 33.1	The Defects Liability Period is: Three months after completion date
Payment Certificates GCC 39.7	Division Maintenance & Technical Services choose: “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: <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)	Acts of God will on be define as adverse weather that is floods, lightning strikes and heavy storms
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	(i) 2.5% of Contract amount shall be retained as Retention for a period of Three Months after Completion of project

GCC Clause Reference	Special Conditions
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are: N/A
Bonus GCC 47.1	The rate for the Bonus per calendar day is: N\$ 0.00
Advance Payment GCC 48.1	Progress payment shall be made during the renovation period as per the work progress made on items completed.
Performance Security GCC 49.1	(i) No Performance Security is 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: N/A

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/OTRCMT-02/2023/24

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Securing Declaration		
have a valid certified copy of company Registration Certificate		
have a valid original or certified good Standing Tax Certificate		
have a valid original 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)		
Owner/Owners Identification document attached		

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