



OMAHEKE REGIONAL COUNCIL
DIVISION OF GENDER EQUALITY AND CHILD WELFARE

Request for Sealed Quotations For Works

Construction of Ohumba Early Childhood Development Centre at Orunarongue in Otjinene Constituency

Bidder Name: _____

Bidder Amount N\$: _____

Procurement Reference No: W/RFQ/OMA- 033/2019/2020

Letter of Invitation

TO WHOM IT MAY CONCERN

W/RFQ/OMA-033/2019/2020

1st October 2019

Dear Sirs,

Request for Sealed Quotation for Construction of One (1) Early Childhood Development Centre at Orunarongue village in Otjinene Constituency.

The Omaheke 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.

Queries, if any, should be addressed to *Mr Seth Imasiku at 062-566500 from 08h00-17h00.*

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,

Mr Seth Imasiku

Head of Procurement Management Unit

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The *Omaheke 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 days from the date of bid submission deadline.

4. Eligibility Criteria

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

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

- (a) Have a valid company Registration Certificate;
- (b) Have an original valid good Standing Tax Certificate;
- (c) Have an original valid good Standing Social Security Certificate;
- (d) Have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (e) Have a certificate indicating SME Status (for Bids reserved for SMEs);

5. Bid Securing Declaration

Bidders are required to submit a subscribe a Bid Securing Declaration for this procurement process.

6. Works Completion Period

The completion period for works shall be 180 days after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted/shall be considered if such deviation is reasonable.

7. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Entity with the Bidder's name at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at *Omaheke Regional council office 133* not later than **18 October 2019 at 11H00AM**. Quotations by post or hand delivered should reach by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, 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 Public Entity shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

11. Technical Compliance

The Specifications and Compliance Sheet details the minimum specifications of the works to be carried out. The specifications have to be met, but no credit will be given for exceeding the specifications.

12. 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:

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

14. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation 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. Notification of Award and Debriefing

The Public Entity shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within 7 days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award.

SECTION II: QUOTATION LETTER

Quotation addressed to:	
Procurement Reference Number:	W/RFQ/OMA-033/2019/2020
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 *[insert number of 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 _____ *[insert number]* days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within _____ *[insert number]* 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.: W/RFQ/OMA-033/2019/2020

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.]*

SECTION III:

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Construction of Ohumba Early Childhood Development Centre at Orunarongue village in Otjinene Constituency.

- Preliminaries
- Earthworks
- Concrete, formwork and reinforcement
- Masonry
- Waterproofing
- Carpentry and Joinery
- Ceilings
- Ironmongery
- Structural Steelwork
- Metalwork
- Plastering
- Glazing
- Painting
- External Works
- Provisional Sums
- Electrical Works
- Contingency

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

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>
	Preliminaries		
	Earthworks		
	Concrete, formwork and reinforcement		
	Masonry		
	Waterproofing		
	Carpentry and Joinery		
	Ceilings		
	Ironmongery		
	Structural Steelwork		
	Metalwork		
	Plastering		
	Glazing		
	Painting		
	External Works		

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>
	Provisional Sums		
	Electrical Works		
	Contingency		

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 **W/RFQ/OMA-033/2019/2020** available on the website of the Public Entity except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number:

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

GCC Clause Reference	Special Conditions
Employer GCC 1.1(r)	Omaheke Regional Council Division of Gender Equality and Child Welfare
Intended Completion Date GCC	The intended completion date is: 180 days
Project Manager GCC 1.1(y)	The Project Manager is: Ms. Kamukwenjandje and Mr. A. Kaiko
Site GCC 1.1(aa)	The Site is located at Ohumba ECD Centre at Orunarongue village in Otjinene <i>Constituency</i> .
Start Date GCC 1.1(dd)	The Start Date shall be: 14 days or not later than 14 days
The Works GCC 1.1(hh)	The Works consist of: <i>Construction of One (1) ECD Centre</i>
Interpretation GCC 2.2	The project will be completed in the following sections:
Interpretation GCC2.3	The following additional documents shall form part of the contract:
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.

GCC Clause Reference	Special Conditions
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 her duties to works inspectors
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>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>
Insurance GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> (a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc...) (b) for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well). (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees:[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works]. (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.

GCC Clause Reference	Special Conditions
	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.
Possession of the Site GCC 20.1	The Site Possession Date shall be: To be shown at the site
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
Defects Liability Period GCC 33.1	The Defects Liability Period is: 12 months
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)	Cloudy weather
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	(i) no proportion of any payments shall be retained* or (ii) 10% of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects. * * Delete as appropriate

GCC Clause Reference	Special Conditions
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: <i>[insert percentage]</i>

SCHEDULE 2**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.:** W/RFQ/OMA-033/2019/2020**See all obligatory documents is attached**

Description	Attached	Not Attached
Bid form signed in full		
<u>Original</u> Good standing Tax Certificate from The Receiver of Revenue		
Certified copy documents relating to Registration of Company/Close Corporation or Registration of Defensive name		
<u>Original</u> Certificate of Good Standing with The Social Security Commission		
Certified copy of certificate of Registration from The Ministry of Trade and Industry stating the Tenderer's status as a Small Medium Enterprise (SME) Bidder		
Directors Resolution stating authority to sign Bid Form in case of a (PTY) Ltd Company		
Certified Copy of Owner/s Identification Documents		
Valid Certified copy of Affirmative Action Compliance Certificate in terms of Section 42 of the Affirmative Action(Employment) Act 29 of 1998 as amended		
Priced Activity Schedules		
Specification and Compliance Sheet		

Bid Securing Declaration		
References		
Qualified Electrician and Bricklaying Artisan		

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 bid 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.