



OMAHEKE REGIONAL COUNCIL

Request for Quotations for Works

Construction of Police and Clinic Facilities at
Okatumba Gate

Contractors Name: _____
Bid Price: _____

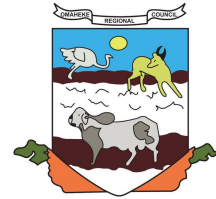
Procurement Reference No: W/RFQ/OMA-043/2019/2020

Omaheke Regional Council

P/Bag 2277

Gobabis

062-566500



OMAHEKE REGIONAL COUNCIL

Letter of Invitation

Omaheke Regional Council

P/Bag 2277

Gobabis

W/RFQ/OMA-043/2019/2020

03/03/2020

Dear Sirs,

Request for Quotations for Construction of Police and Clinic Facilities at Okatumba Gate

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. R du Plessis, Cell: 0811456807.

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. S Imasiku

Head: Procurement Management Unit

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Omaha 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 is replaced by the Bill of Quantity Attached to the document;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your Quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

3. Validity of Quotations

The quotation validity period shall be 30 days from the date of bid submission deadline.

4. Eligibility Criteria

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

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);
- (f) Submit signed Bid-securing Declaration.
- (g) 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; and;
- (h) proof of similar work executed as well as references.

- (i) Detailed Curriculum Vitae of Site Foreman and Builder

5. Bid Security/Bid Securing Declaration

Bidders are required to ~~submit a Bid Security~~/subscribe to a Bid Securing Declaration for this procurement process. ~~The Bidder shall furnish as part of its quotation, a Bid Security as per the format contained in Schedule 1 of this document for an amount of NAD.....[based on 0.05%—2% of your budget estimate for the procurement] OR 1% [insert percentage within the following range: 0.05%—2% of the quoted price] valid up to 60days [validity period of bid security must be 30days beyond the quotation validity period]~~

~~[Public Entity shall insert amount/percentage of bid security and validity period, if a Bid Security is applicable].~~

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 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 Head Office, Gobabis, not later than **19 March 2020, 11:00.** Quotations by post or hand delivered should reach Omaheke Regional Council by the same date and time at latest. Late quotations will be rejected. Quotations received by e-mail will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a 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: N/A

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

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

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of **10%** of the contract price.

16. 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

(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:	PROCUREMENT COMMITTEE
Procurement Reference Number:	W/RFQ/OMA-043/2019/2020
Subject matter of Procurement:	POLICE AND CLINIC FACILITIES AT OKATUMBA GATE

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

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

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

We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to disqualification on the grounds mentioned in the BSD.

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 **14** days from date of issue of Letter of Acceptance.

Works will be completed within **60** days from date of issue of 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	

Appendix to Quotation Letter

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

Date:

Procurement Ref No.: W/RFQ/OMA-043/2019/2020

To: Omaheke Regional Council
P/Bag 2277
Gobabis

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.: **W/RFQ/OMA-043/2019/2020**

Procurement Description:
.....
.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:
.....

3. UNDERTAKING

I[insert full name], owner/representative
of[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

1. *A labour inspector may conduct unannounced inspections to assess the level of compliance*
2. *This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

SECTION III: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

CONSTRUCTION OF POLICE AND CLINIC FACILITIES AT OKATUMBA GATE AS FOLLOWS:

1. *2 x PREFABRICATED BUILDING TO BE CONSTRUCTED, 4mx8m (32m² EACH)*
2. *VERANDA TO BE CONSTRUCTED UP FRONT ON CLINIC, 7mx3m (21m²) WITH BENCHES FOR PATIENTS*
3. *VERANDA TO BE CONSTRUCTED UP FRONT ON POLICE OFFICE, 3mx3m (9m²) WITH BENCHES FOR PUBLIC*
4. *CONCRETE UNDER BUILDINGS TO BE 200MM THICK AND UNDER VERANDAS 150MM THICK (OR AS PROPOSED BY SUPPLIER)*
5. *COUNTER TO BE CONSTRUCTED AS PER SKETCH, WITH STEEL GRID DIVIDER ABOVE COUNTER IN POLICE FACILITY.*
6. *2 DOORS FOR ACCES TO BE INSTALLED, 1 FOR PUBLUC AND ANOTHER FOR ENTERING BEHIND BY POLICE STAFF, CLINIC ONLY TO HAVE 1 DOOR.*
7. *2 WINDOWS TO BE INSTALLED (1 in each building)*
8. *2 x WHIRLY BIRDS EXTRACTORS TO BE INSTALLED ON EACH BUILDING, 350MM IN DIAMETER.*
9. *PAYMENT SCHEDULE TO BE AGREED ON DURING SITE HAND OVER MEETING*

B. DRAWINGS

PLAN NUMBER TITLE

PLANS TO BE SUPPLIED FROM CONTRACTOR AS RECEIVED FROM SUPPLIER, WILL FORM PART OF THE CRITERIA FOR APPOINTMENT.

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/OMA-043/2019/2020**

[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]

The quantities shown below are approximate and not subject to re-measurement for payment purposes.

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
1	Proposal to be drafted by each contractor and will form part of the evaluation criteria	1	SUM		
2	Construction of Pre-fabricated room on 200mm concrete slab, 4mx8m with 7mx3m veranda up front for clinic	32	m ²		
	Construction of Pre-fabricated room on 200mm concrete slab, 4mx8m with 3mx3m veranda up front for Police	21			
		32			
		9			
3	Verandas to be equipped with benches for sitting of patients and public (Clinic, 4 benches, 2.5m long; Police, 2 benches, 2.5m long)	4	No		
4	Construction of 3m high, 5m ³ water tower with 400m, 40mm HDPE supply line and reticulation to clinic and police facility	1	SUM		
5	Police facility must have counter with grid separation between workspace and public inside room	1	SUM		
				Subtotal	
Enter 0% VAT rate if VAT exempt.				VAT @ %	
				Total	

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

Priced Activity Schedule Authorised By:

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

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **W/RFQ/OMA-043/2019/2020**

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.

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	Contractor to submit drawings and material to be used for evaluation		
2	Pre-fabricated room on 200mm concrete slab, 4mx8m with 7mx3m veranda up front for clinic Pre-fabricated room on 200mm concrete slab, 4mx8m with 3mx3m veranda up front for Police		
2	Police Facility – 2 Doors, 1 windows, Clinic Facility – 1 door, 1 window		
2	Concrete slab underneath building, 200mm Raft Type, 20MPA, Rebar 1 layer REF 311 mesh		
4	Water pipes to connect to supply and building, 40mm HDPE pipe, Class 6 with needed fittings		
4	Water Tower to be 3m high, 5m ² Capacity and sketch to be pre-approved by engineer		

* 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-GCC**) available on the website of the Public Entity (*NOT AVAILABLE*) except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/OMA-043/2019/2020**

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)	Omaheke Regional Council
Intended Completion Date GCC	The intended completion date is: 70 days after order has been issued
Project Manager GCC 1.1(y)	The Project Manager is: Mr. R du Plessis
Site GCC 1.1(aa)	The Site is located at Okatumba Gate and is defined in Drawings Nos: As approved per submission from contractor
Start Date GCC 1.1(dd)	The Start Date shall be: Date when Order is received
The Works GCC 1.1(hh)	The Works consist of: Construction of a Police and Clinic Facility at Okatumba Gate.
Interpretation GCC 2.2	The project will be completed in the following sections: 1. Prefabricated Structures 2. Water Structure and Connection
Interpretation GCC2.3	The following additional documents shall form part of the contract: Location map and sketches
Language and Law	The language of the contract is English The law that applies to the Contract is the law of Namibia.

GCC Clause Reference	Special Conditions
GCC 3.1	
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	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 Mr. Rudi du Plessis, 0811456807 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: N\$ 550,000.00 (b) for loss or damage to Equipment: N\$ 70,000.00 (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]. (ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives]. (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.
Site Date GCC 14.1	The site Data shall be: Given to the appointed contractor at site hand Over.
Possession of the Site GCC 20.1	The Site Possession Date shall be: Determined after appointment of contractor
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 5 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates shall not be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: 180 days.
Payment Certificates GCC 39.7	"Payment shall be made as per progress of works with payment for materials on site".
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 (l)	Excess rain to what is the average for the area
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	(i) no proportion of any payments shall be retained

GCC Clause Reference	Special Conditions
Liquidated Damages GCC 46.1	<p>The liquidated damages for the whole of the Works are <i>N\$ 500.00</i> per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is <i>N\$ 20,000.00</i>.</p>
Bonus GCC 47.1	The rate for the Bonus per calendar day is: N\$ 0.00
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security GCC 49.1	(i) A Performance Security in the form of a Bank Guarantee representing 10%
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: <i>0%</i>

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/OMA-043/2019/2020

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Security(if applicable)		
Good standing Tax Certificate		
Good Standing Social Security Certificate		
SME Registration or		
Applicable Experience Mentioned		
References		
Curriculum Vitae of foreman and builders		

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.*