

ONGWEDIVA TOWN COUNCIL
BIDDING DOCUMENTS
Request for Quotation (RFQ)
for Works

Renovation and Partitioning of Office Space at the
Fire Station Sleeping Quarters
Ongwediva Town Council

Procurement Reference No: W/RFQ/OngweTC-05/2023/24

Cost: FREE



PARTICULARS OF BIDDER

Business Name : -----

Postal Address : -----

Contact No. : -----

Fax No. : -----

Contact Person : -----

E-mail Address : -----

VAT Registration No : -----

Total Bid Amount (15% VAT Incl.): -----

Private Bag 5549, Ongwediva; Tel: 065-233700; Fax: 065-230521

jhainana@otc.com.na (Administration)

smatheus@otc.com.na (Technical)

Due date: 31 October 2023

All official correspondence must be addressed to the Chief Executive Officer

Our Vision: To be a leading urban centre in Namibia that is built on quality municipal services and promotes sustainable local economic development.

Letter of Invitation

06 October 2023

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

W/RFQ/OngweTC-05/2023/24

Dear Sir/Madam,

REQUEST FOR QUOTATIONS FOR RENOVATION AND PARTITIONING OF OFFICE SPACE AT FIRE STATION SLEEPING QUARTERS ONGWEDIVA TOWN COUNCIL

The Ongwediva Town 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 **ONGWEDIVA TOWN COUNCIL** Private Bag 5549 **ONGWEDIVA** C/o Mandume Ndemufayo Rd & Dr. Libertina Amadhila **attention Ms. Josephine Hainana.**

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,

.....
Ms. Josephine Hainana
SECRETARY: PROCUREMENT COMMITTEE

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Ongwediva Town 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 *180* 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 certified copy of a valid Company Registration Certificate;
- (b) have an original valid or certified Good Standing Tax Certificate, which must be valid by the date of bid closure;
- (c) have an original valid or certified good Standing Social Security Certificate; which must be valid by the date of bid closure;
- (d) have a valid or certified copy of Affirmative Action Compliance Certificate, and in the event that the Affirmative Action Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer did submit the report for the period following from the date when the certificate issued, 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;(which must be valid by the date of bid closure)
- (e) 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;
- (f) have a valid / certified certificate of fitness from any Local Authority.

5. Bid Security/Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be 21 days after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted and 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:

ONGWEDIVATOWN COUNCIL,
Private Bag 5549,
ONGWEDIVA,
C/o Mandume Ndemufayo Rd & Dr. Libertina Amadhila
not later than *31st October 2023 at 14H30.*

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 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. Site Visit/Pre-bid Meeting (Not Compulsory)

Bidders are invited to attend a pre-bid meeting to be held at **Fire Station** on 19th October 2023 at **10H00** to raise any matter in the understanding of the requirements of the Employer, submission of documents etc.

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

- a) The Code of Good Practice on Preferences is applicable.
- b) The applicable margins of preference and their application methodology are as follows: Margin of preferences applicable for Exclusive Preferences to Local Suppliers. The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is 10%.
- c) The Board or public entity, when evaluating bids for exclusive preference must apply the margins of preference specified in the Code of Good Practice on Preferences to qualifying bidders per each qualifying category.
- d) A bidder must include a declaration in its bid, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

A margin of preference shall be applicable and they are as indicated below:

Formula to calculate margins of preference:

$$A = \frac{MP \times BP}{100}$$

in which formula -

- a) "A" represents the amount to be determined;
- b) "MP" represents the total percentage of all margins of preferences granted in respect of the bid; and
- c) "BP" represents the bid price.

This Code of Good Practice illustrates how the margins of preference must be applied to the different nature of procurements.

	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE
Namibian Shareholding	3%	<ul style="list-style-type: none"> • IDs of all shareholders • Founding statement/company registration indicating ownership structure /shareholder certificate • Declaration indicating the percentage of Namibian ownership
Materials 50 - 60%	2%	<ul style="list-style-type: none"> • Certificate of Registration from a registering authority • Declaration by the bidder that the manufactured goods meet the local content
Services rendered by Namibian key personnel inclusive of Management	2%	<ul style="list-style-type: none"> • IDs of all key personnel inclusive of Management • Declaration and proof that the bidder meets the requirements set out in the bidding document
Services rendered by Namibian semi-skilled employees	3%	<ul style="list-style-type: none"> • IDs of all semi-skilled employees • Declaration and proof that the bidder meets the requirements set out in the bidding document
TOTAL	10%	

15. 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.

16. Performance Security

N/A

17. 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.

18. SCORING AND WEIGHTING FACTOR

The following scoring and weighting factor shall be use during evaluation:

Qualification rate: 60%

Priority	Name of criteria	Proportional value in %
1	a) Capabilities of the Company (Bidder) (At least 3 reference letters) (1 ref = 10 and 3 ref = 30)	30
2	a) Qualifications of the Contractor at least a minimum certificate three - year certificate from an accredited Vocational/University institution. <ul style="list-style-type: none"> • Management = 15 • Semi-skilled = 15. 	30
I	Total Additional Criteria (1+2+3)	60
II	Bid Price (Financial Proposal)	40
III	Sum Total (I+II)	100

SECTION II: QUOTATION LETTER

[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:	Ongwediva Town Council
Procurement Reference Number:	Procurement Reference No: W/RFQ/OngweTC-05/2023/24
Subject matter of Procurement:	Renovation and Partitioning of Office Space at the Fire Station Sleeping Quarters Ongwediva Town Council

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:
[Day | month | year]

Procurement Ref No.:

To:
[insert complete name of Public Entity and address]

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.]



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....
Registration Number :.....
Vat Number:
Industry/Sector:
Place of Business:.....
Physical Address:.....
Tell No.:.....
Fax No.:.....
Email Address:.....
Postal Address:.....
Full name of Owner/Accounting Officer:.....
Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....
Procurement Description:
Anticipated Contract Duration:
Location where work will be done, good/services will be delivered:

3. UNDERTAKING

I[insert full name], owner/representative
of[insert full name of company]
hereby undertake in writing that my company will at all relevant times comply

fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

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

Signature:

Date:

Seal:.....

Please take note:

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

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

The Contractor is to adhere to the requirements pertained in the Occupational Health and Safety Act, the Health and Safety specification and the Contractor's approved Health and Safety plan

The Contractor shall liaise with the employer (Council) with regard to access to the site, time of arriving and leaving and deliveries of materials.

The designated site for clearing and grubbing shall be defined as that falling within the Site boundary. Notwithstanding the above, the Contractor shall prior to any clearing and grubbing agree with the Employer the areas to be cleared.

Unless otherwise indicated, material and rubble obtained from clearing and demolition shall be disposed of off-site at a landfill site selected by the Contractor and approved by the Employer.

Waste generated by works shall be removed from site within 5 days of the completion of the demolition work concerned.

Breaking out of existing concrete and brickwork is required in a number of areas to effect alterations to existing structures to pass through existing walls. The extent of the demolition work is indicated on the drawings, or may be directed by the Employer on site

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: W/RFQ/OngweTC-05/2023/24

[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.

PRICE ACTIVITY SCHEDULE					
ITEM NO.	DESCRIPTIONS	QTY	UNIT	RATE	AMOUNT
1	PARTICULAR PRELIMINARIES LOCATION OF THE SITE: The site is Ongwediva Fire Station				
2	ALUMINIUM PARTITION WORK Providing and fixing aluminium work for partitions with extruded built up standard tubular sections/ appropriate other sections of 65 MM and 6-10 mm thick or glass (as required) approved make including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, glazing / panelling, stainless steel screws, all complete as per drawings and the directions.	sqm	10.94		
3	ALUMINIUM DOOR WORK Providing and fixing aluminium work for door/windows with extruded built up standard tubular sections/ appropriate other sections glass (as required) approved make including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, glazing / panelling, stainless steel screws, all complete as per drawings and the directions	Sqm	1.89		
4	FINISHES Three lever and approved mortice lock complete with furniture Rubber door stop plugged	NO	1		
SUBTOTAL					
ADD 15 % VAT					
TOTAL AMOUNT					

Priced Activity Schedule Authorised By:

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

SECTION V: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

THIS AGREEMENT made on theday of between

..... (hereinafter “the Employer”), of the one part, and
[name of the Employer]

..... (hereinafter “the Contractor”), of the other part:
[name of the Contractor]

WHEREAS the Employer desires that the Works known asshould be executed by the [name of the Contractor]. Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- (a) the Notification of award
- (b) the Bid
- (c) the Addenda Nos.....
- (d) the Appendix to the General Conditions of Contract
- (e) the General Conditions of Contract;
- (f) the Specification
- (g) the Drawings; and
- (h) the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

Signed by:
for and on behalf of the Employer

Signed by:
for and on behalf the Contractor

in the
presence of:
Witness, Name, Signature, Address, Date

in the
presence of:
Witness, Name, Signature, Address, Date

SECTION VI SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: W/RFQ/OngweTC-02/2023/24

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)	<i>Ongwediva Town Council</i>
Intended Completion Date GCC	The intended completion date is: _____
Project Manager GCC 1.1(y)	The Project Manager is: Sam Matheus
Site GCC 1.1(aa)	The Site is located at Ongwediva Fire Station and is defined in Drawings
Start Date GCC 1.1(dd)	N/A
The Works GCC 1.1(hh)	The Works consist of: <ul style="list-style-type: none"> • Installation • Painting (wall) • Site clearing
Interpretation GCC 2.2	N/A
Interpretation GCC2.3	N/A
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 <i>may</i> delegate his/her duties.
Notices GCC 6	Any notice shall be sent to the following addresses: Ongwediva Town Council Private Bag 5549, Ongwediva; <u>jhainana@otc.com.na</u> (Administration) <u>smatheus@otc.com.na</u> (Technical)
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:

GCC Clause Reference	Special Conditions
	<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 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>(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	N/A
Possession of the Site GCC 20.1	N/A
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 7 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates <i>shall</i> be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: 365 days.
Payment Certificates GCC 39.7	"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	<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> <p>(a) the payment certificate; and</p> <p>(b) a certificate of Completion of the Works.</p>

GCC Clause Reference	Special Conditions
Adverse weather Conditions GCC 41.1 (l)	N/A
Price Adjustment GCC 44.	The Contract <i>is not</i> subject to price adjustment.
Retention GCC 45.	<p>(i) 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.</p> <p>(j) This amount to be authorised by the Employer</p>
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are 0.05% per day.
Bonus GCC 47.1	N/A
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security GCC 49.1	N/A
GCC 56.1	“As built” drawings or operating and maintenance manuals <i>are</i> 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>[insert percentage]</i>

SCHEDULE 1:

QUOTATION CHECKLIST SCHEDULE

PROCUREMENT REFERENCE NO.: W/RFQ/OngweTC-05/2023/24

Description	Attached	Not Attached
QUOTATION LETTER		
PRICED ACTIVITY SCHEDULES		
SPECIFICATION AND COMPLIANCE SHEET		
BID SECURING DECLARATION		
WITTEN UNDERTAKING IN TERMS OF SECTION 138 OF THE LABOUR ACT, 2015 AND SECTION 50(2)(D) OF THE PUBLIC PROCUREMENT ACT, 2015		

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.