



ONIPA TOWN COUNCIL

Tel: +264 65 245700/10
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PO Box 25179
Onandjokwe, Namibia

Onandjokwe Road
Oniipa, Namibia

Request for Quotations For Works

ALTERATIONS TO THE ONANDJOKWE OPEN MARKET: PHASE 1 - FENCING

Procurement Reference No: W/RFQ/ONPTC-06/2022-23

Name of Bidder:

E-mail of Bidder:

Contact No. of Bidder:

Deadline: Thursday, 23 February 2023



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Letter of Invitation

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.....
.....

Procurement Reference No. W/RFQ/ONPTC-06/2022-23

07 February 2023

Dear Sir/Madam,

Request for Sealed Quotations: Alteration Works at Onandjokwe Open Market for Oniipa Town Council, phase one (1).

Oniipa Town Council invites you to submit your best quote for the items 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 Procurement Management unit, **Ms. Lydia Amunyela/ 065-245700** or email: lamunyela@oniipatc.org.na.

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,

Lydia Amunyela
Head: Procurement Management Unit

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Oniipa Town Council

Oniipa 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; and
- (c) to change the quantity of the quoted items.

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
- (b) the Priced Activity Schedule in Section IV;
- (c) special Conditions of Contract in Section VI
- (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 VI, 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 **90 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 and certified copy of the company Registration Certificate;**
- b) **have an original valid / certified copy of good Standing Tax Certificate;**
- c) **have an original valid / certified copy of good Standing Social Security Certificate;**
- d) **have a valid certified copy of certificate indicating MSME status; and**
- e) **have a valid 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; and;**
- f) **Submit Company Profile;**

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 **30 calendar days** after acceptance and issue of Letter of Acceptance. Deviation in completion period shall only be considered if such deviation is reasonable.

Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number: **W/RFQ/ONPTC-06/2022-23**, addressed to **Oniipa Town Council Offices, Main Road 121 Oniipa** with the Bidder's name at the back of the envelope.

7. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at **Oniipa Town Council Offices, Main Road 121 Oniipa**, not later than **Thursday, 23 February 2023 at 14h30**. Quotations by post or hand delivered should reach **Oniipa Town Council Offices, Main Road 121, Oniipa** by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

8. Opening of Quotations

Quotations will be opened internally by **Oniipa Town Council** 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, the presence or absence of a Bid Securing Declaration, will be posted on the website of Oniipa Town Council and available to any bidder on request within three working days of the Opening.

9. Evaluation of Quotations

Oniipa Town 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 lowest evaluated quotation.

10. Technical Compliance

Bidders can submit along with their quotations documents, catalogues and any other document to substantiate their experience in similar projects completed.

11. 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.

12. 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 Letter of Acceptance in accordance** with terms and conditions contained in Section V: Contract Agreement and General Conditions of 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:	Oniipa Town Council
Procurement Reference Number:	W/RFQ/ONPTC-06/2022-23
Subject matter of Procurement:	Request for Sealed Quotations: Alteration Works at Onandjokwe Open Market for Oniipa Town Council, phase one (1).

We offer to execute the Works detailed in the Statement of Requirements and Priced Schedule of Quantities as per the defined specifications, and 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 **90 days** from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced Schedule of Quantity 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 **Seven (7) calendar days** from date of issue of Letter of Acceptance.

Works will be completed within **Thirty (30) days** from date of issue of Letter of acceptance.

Quotation Authorised by:

Name of Bidder		
Contact Person		
Company's Address and seal		
Name of Person Authorising the Quotation:	Position:	Signature:
Date:	Phone /Fax No.:	Email address:

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

Date: 2023

Procurement Ref No.: W/RFQ/ONPTC-06/2022-23

To: Oniipa Town Council
Oniipa Town Council Offices
Main Road 121 Oniipa

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.:

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

The bidders are advised to contact the following people to view the premises:

- Mr. Elia Shingenge : 081 2503054
- Mr. Angula Ndjembo: 081 6048066

The successful contractor will be expected to execute the works within the time allowed under the Instructions to Bidder.

B. BILLS OF QUANTITIES

The quantities in these Bills of Quantities are fixed and shall be measured as executed and paid for according to prices in the Bill of Quantities and any unexpended amounts shall be deducted from the amount of the contract sum.

The quantities in these Bills of Quantities are **not** to be used for ordering materials.

The Bills of Quantities form part of and must be read in conjunction with the specification, which document contains the full description of the work to be done and material and equipment to be used and unless otherwise described in the Bills of Quantities, reference should be made to the specification for the full meaning or description of work to be done and materials and equipment to be used in this service.

The total bid price on the Bid Form shall constitute the contract price of the successful bidder. Bidders are advised to check their item extensions and total additions, as no claim for arithmetical errors will be considered.

No alteration, erasure or addition is to be made in the text of the Bills of Quantities. Should any alteration, or erasure be made, it will not be recognized but the original wording of the Bills of Quantities will be adhered to.

The priced Bills of Quantities of the successful bidder will be checked and the Employer reserves the right to call for adjustment to any individual price and to rectify the discrepancy.

Variations in the scope and extent of the work included in the Bill shall be allowed to meet the Employer's requirements and shall be measured and costed at rates entered in the Bill, where appropriate, and shall form additions to or deductions from the total of the Bill.

Any items or variations for which rates have not been included in the Bill shall be agreed and priced as non-scheduled items in accordance with the provisions of the Contract.

The rules covering the extent and costing of the variation shall be those provided for in the form of conditions of contract.

Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation cost of any item shall be fully included in the unit price.

The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, waste, patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the conditions of contract.

All fittings and accessories always include the connections thereto. All measurements are net, unless otherwise stated, and tenderers must allow in their rates for wastage.

The quantities and rates included for day work shall form part of the tender price, but tenderers shall note that this item must be regarded as provisional and will only be payable to the contractor if and when a written order to this effect has been issued.

All provisional sums shall be expended as directed by the Employer and any balance remaining shall be deducted from the amount of the contract sum.

C. DRAWINGS

N/A.

SECTION IV: SUMMARY OF PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/ONPTC-06/2022-23**

Bidders are to fill in the Bill of Quantities attached as Annexure 1 and submit it with the bid. The summary of Annexure 1 to be transferred to the table below.

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
1	Preliminaries	1	Sum		
2	External works (Provisional)	1	Sum		
3	Contingency	1	Sum	15 000.00	15 000.00
				Subtotal	
				VAT @ 15%	
				Total	

Enter 0% VAT rate if VAT exempt.

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

Any resulting contract shall be placed by means of a Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Works (**W/RFQ/ONPTC-06/2022-23**)

) available at **Oniipa Town Council Offices, Main Road 121, Oniipa** except where modified by the Special Conditions below.

SECTION VI SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/ONPTC-06/2022-23**

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract: Request for Sealed Quotation.

GCC Clause Reference	Special Conditions
Employer GCC 1.1(r)	Oniipa Town Council
Intended Completion Date GCC	The intended completion date is: <u>60 days</u>
Project Managers GCC 1.1(y)	The Project Manager is: Ms. Ndapewa Ndakunda (MTPCS)
Site GCC 1.1(aa)	The Site is located at Oniipa Town Lands
Start Date GCC 1.1(dd)	The Start Date shall be: Beginning -March 2023
The Works GCC 1.1(hh)	The Works consist of: As specified in section 3 of this document
Interpretation GCC 2.2	The project will be completed in the following sections: As whole
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

GCC Clause Reference	Special Conditions
	adjacent property.
Delegation GCC 5.1	The Project Manager may delegate his/her duties.
Notices GCC 6	<p>Any notice shall be sent to the following addresses: For the Employer: Oniipa Town Council, P O Box 25179, Onandjokwe the contact person shall be: Ms. Lydia Amunyela Tel: 065-245700/10</p> <p>For the Contractor: Company Name: _____ Contact Person: _____ Tel. / Cell. no: _____ Email: _____</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: <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 its representatives].</i> (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	No site data available. The contractor to familiarise themselves with the site condition and may request any additional available information from the Employer.
Possession of the Site GCC 20.1	The Site Possession Date shall be: Within 7 days after the contractor submit all required documents as per contract requirement.
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 Seven (7) calendar days from the date of the Letter of Acceptance.
GCC 25.3	Program updates shall be required when relevant.
Defects Liability Period GCC 33.1	The Defects Liability Period is: 12 Months .
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	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)	Continuous rainfall or excessive temperature not favourable to carry out the work.
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Bonus GCC 47.1	No bonus shall be paid to the contractor.

GCC Clause Reference	Special Conditions
Advance Payment GCC 48.1	(i) No advance payment shall be made
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: 20%

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No: (W/RFQ/ONPTC-06/2022-23)

Description	Attached	Not Attached
Quotation letter		
Bid Security Declaration		
Priced Activity Schedules		
Company Registration Certificate		
Original Valid Good Standing Tax Certificate		
Original Valid Good Standing Social Security Certificate		
List of similar project competed by the bidder		
Any Additional information.....(specify)		

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.*

OPEN THIS OBJECT!



Annexure 1- SoQ
Oniipa Open Marke