



ONIIPA TOWN COUNCIL

MAINTENANCE OF INFORMAL ROADS IN ONIIPA TOWN COUNCIL

Procurement Reference No: W/RFQ/ONPTC-09/2024-25

ONIIPA TOWN COUNCIL
Main Road 121 Oniipa
P. O. Box 25179
Onandjokwe, Oniipa
Namibia
Tel: +264 65 245700/10
Fax: +264 65 245711
Namibia

CLOSING TIME AND DATE: 06th December 2024 @ 12H00

FROM:

COMPANY NAME:

CONTACT NUMBER:

P. O. BOX:

CONTACT PERSON:

EMAIL:



ONIIPA TOWN COUNCIL

PROCUREMENT MANAGEMENT UNIT

REQUEST FOR SEALED QUOTATIONS FOR WORKS

MAINTENANCE OF INFORMAL ROADS IN ONIIPA TOWN COUNCIL

Procurement Reference No: W/RFQ/ONPTC-09/2024-25

Bid Submission:

1. This is a hard copy request and responses must be submitted in the Bid Box located at Oniipa Town Council Main Road 121 Oniipa
2. Quotation Submission must be submitted before the closing date and time:
Closing Date and Time of Bids: Thursday, 06th December 2024 @ 12h00
3. Bidders must register their bids in the bid submission register at PMU Office before submitting their bids in the bid box.
- 4.

PROCUREMENT MANAGEMENT UNIT
ONIIPA TOWN COUNCIL
Main Road 121 Oniipa
P. O. Box 25179
Onandjokwe, Oniipa
Namibia
Email: procurement@oniipatc.org.na

Tel: +264 65 245700/10
Fax: +264 65 245711

Oniipa Town Council (ONP-TC) gives notice of the following Request for Sealed Quotations – Goods

RFQ Reference Number	W/RFQ/ONPTC-09/2024-25
Description of Goods	MAINTENANCE OF INFORMAL ROADS IN ONIIPA TOWN COUNCIL
Closing Date & Time	06th December 2024 @ 12h00
Quotation Submission Address	Bid Box located at Oniipa Town Council Main Road 121 Oniipa
Validity Period of Quote	90 Days (from closing date)
Lead Time	60 Days

- a) This is a hard quotation request and responses must be submitted to the address stated in the Quotation Submission Address before the closing date and time.
- b) Under no circumstance should the response be submitted, copied, or forwarded to any email address of any Oniipa Town Council employee prior to the deadline for submission of responses. This may result in disqualification of your quotation.
- c) This Request for Quotation (RFQ) is accompanied by and comprises the following documents: **N/A**
- d) The above documents comprise the RFQ Documents and are provided as a basis for the preparation of your Submission Response. They are confidential and are provided to you on the terms and conditions set out in this Quotation Invitation Document
- e) If any clarification is required, kindly contact the Procurement officers below in writing.
- f) The Company reserves the right to amend the whole or any part of the RFQ at any time prior to the deadline for submission.
- g) Please note that this is a Request for Quotation/Proposal only. All responses to this document will be treated as strictly confidential and will be used for the evaluation of this RFQ only. Oniipa Town Council may at its sole discretion, accept or reject any quotation. Therefore, there is no obligation on Oniipa Town Council to accept the lowest or any bid. Oniipa Town Council may accept or reject any part of a quotation without being obliged to accept such quotation in its entirety.

Contact Person for Enquiries and Clarifications:

Name	Erastus Sheya
Designation	Head of Procurement
Telephone	Tel: +264 65 245700/10
Email	procurement@oniipatc.org.na

22 NOVEMBER 2024

LETTER OF INVITATION

Company Name: _____
Postal Address: _____
Contact No: _____
Contact Person: _____

Dear Sirs/Madam

REQUEST FOR QUOTATIONS FOR THE MAINTENANCE OF INFORMAL ROADS IN ONIIPA TOWN COUNCIL

1. Bidders are invited to submit their quotation for the **MAINTENANCE OF INFORMAL ROADS IN ONIIPA TOWN COUNCIL**, required by Oniipa Town Council. This RFQ constitutes a solicitation and contract agreement.
2. Bidders are requested to submit one quotation for the **MAINTENANCE OF INFORMAL ROADS IN ONIIPA TOWN COUNCIL**, as per the specifications in this RFQ. Following an evaluation of the received quotations, Oniipa Town Council may select one or more of the bidders per Lot for the **MAINTENANCE OF INFORMAL ROADS IN TOWN COUNCIL**. Only quotations for the entire nomenclature as described in the Quotation Submission Form will be accepted.
3. Any resulting contract shall be subject to the terms and conditions referred to in the document.
4. Queries or clarification, if any, should be addressed to the Procurement Officials on the front page.
5. Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.
6. Oniipa Town Council would like to thank you for considering this invitation for Request for Quotation.

Yours faithfully,

Erastus T. Sheya
Head of Procurement

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Oniipa Town Council reserves the right:

- a) to split the contract as per the lowest evaluated cost per item, or
- b) to accept or reject any quotation; and
- c) to cancel the quotation process and reject all quotations at any time prior to contract award.

2. Form of bid

This is a hard copy bid submission and responses must be submitted to the delivery address stated on the cover page. Bidders are required to complete the envelop cover page and paste it on top of their bid envelop.

3. Preparation of Quotations

Bidders are requested to quote for the items mentioned in Section III by completing, signing and returning:

- a) the Quotation Letter in Section II with its annex for Bid Securing Declaration
- b) the List of Goods and Price Schedule Section III;
- c) the Specifications and Compliance Sheet in Section V; and
- d) any other attachment deemed appropriate.

Bidders are advised to carefully read the complete Request for Sealed 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.

4. Validity of Quotations

The Quotation validity period shall be **90** days from the date of submission deadline.

5. Eligibility Criteria (Mandatory Legal Documents)

To be eligible to participate in this Quotation exercise, bidder the bidder shall submit with this bid document:

- a) A certified copy of a valid company Registration Certificate.
- b) An original or certified copy of a valid good Standing Tax Certificate; **(Valid at the deadline of submission of bid)**
- c) An original or certified copy of a valid good Standing Social Security Certificate; **(Valid at the deadline of submission of bid)**
- d) A certified copy of 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; **(Valid at the deadline of submission of bid)**
- e) Certified copy of a valid "Certificate" from a Local Authority Health Department or Ministry of Health & Social Services (if the bidder is located in communal areas) **(Valid at the deadline of submission of bid)**.
- f) Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company, is duly authorized to do so.
- g) Bidder must submit comprehensive Company Profiles

- h) Requested certified copies of documents shall only be considered if **certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)**
- i) All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified

6. Mandatory Administrative Documents

- a) Bid Securing Declaration
- b) Bid Submission Form
- c) A written 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 as written 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 as contemplated in section 138(2) of the Labour Act, 2007

7. Validity of Document

Any bid document, as a condition for its validity:

- a) Must comprise the original bid document supplied by the Procurement Management Unit and shall be duly filled in, duly signed, and date at each place (so indicated). Any annexures that a bidder submits, inclusive of all colored brochures, shall all signed or initialed
- b) Must be filled in and signed using indelible ink (no correction fluid or pencil may be used); if this condition is not applied such bid will be viewed as incomplete/invalid and will not be considered.
- c) All corrections made shall be crossed out and initialed next to the correction

8. Capability of Bidders

The Bidder warrants that it has/will have the capacity to deliver the Supply, as well as to provide the related support services in Namibia, where applicable.

The Bidder shall furnish, as part of the response, documents establishing the bidder's eligibility to propose and to deliver the goods as required. The documentary evidence shall establish to Oniipa Town Council's satisfaction that:

- a) In the case of a bidder offering to supply goods under the eventual Contract or PO, which the bidder did not manufacture or otherwise produce or where the bidder obtained the goods from another source, the bidder has been duly authorized by the manufacturer or producer of the goods to supply the goods in the Republic of Namibia.
- b) The Bidder has the financial and technical capacity necessary to fulfil its obligations under the eventual Contract or PO.
- c) The bidder has established the necessary infrastructure and has adequate equipment, resources, and such other facilities as required to fulfil its obligations under the eventual Contract or PO.
- d) Bidders must, upon request, furnish such additional information that Oniipa Town Council may reasonably **require as to their ability to provide the works.**

9. Enquiries

- a) All enquiries in connection with this bid document shall be directed in writing (email is acceptable) to the person(s) as listed in the invitation Letter with a cut-off date of three calendars before the bid submission deadline.
- b) Replies to enquiries will be issued to all bidders and potential bidders in the form of addenda to be initialed and submitted by bidders as part of the bid document.
- c) Any verbal information given or perceived to have been given shall not be binding to the Oniipa Town Council.

10. Site Visits

No site visit required.

11. Extension of Time

Oniipa Town Council may in its absolute discretion by written notice to all Bidders extend the submission closing time. If any bidder applies for and is granted an extension of time to lodge its submission, the extension so granted shall apply to all bidders who will be advised of the extended closing date for receipt of quotations whether their submissions have or have not been lodged. If a bidder has already lodged a submission, it may revise that submission and resubmit it no later than the extended submission closing time.

12. Addenda

Oniipa Town Council may, from time to time, clarify any aspects of the RFQ documentation, which require clarification and will issue addenda to all bidders detailing such clarifications.

13. Bid Security/Bid Securing Declaration

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation, a Bid Securing Declaration as per the format contained in this document.

14. Tests and Inspections

The following tests and inspections will be conducted

- a) Visual Inspection to ensure compliance to technical requirements

15. Submission of Quotation

Quotations should be submitted to Procurement Management Unit, Oniipa Town Council, Bid Box located at Oniipa Town Council Main Road 121 Oniipa , Oniipa, Namibia. not later than

06th December 2024 @ 12h00

- a) Quotations by e-mail would not be considered
- b) Late quotations will be rejected

16. Opening of Quotations

Quotations will be opened internally by the Oniipa Town Council. A record of the Quotation Opening Report stating the name of the bidders and the amount quoted will be available to any bidder on request within three working days of the Opening.

17. Evaluation of Quotations

The 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 technical capability and cost to determine the successfully evaluated bid.

18. Prices and Currency of Payment

To ensure comparative and competitive pricing, the bidders must provide a fixed rates for each of the items specified in the Scope of Work of this request for quotation document. All prices shall be in Namibian dollars.

The bidders must provide a price exclusive of any General Sales Tax or Value Added Tax for each item and all delivery points detailed in the Quotation Response Document.

19. PERFORMANCE BOND

No performance Bond shall be required from the Supplier.

20. SAFETY

The Supplier shall be responsible for safety of materials (during the transportation) upon delivery.

21. Language

Bidder responses shall be submitted in the English language.

22. Award of Contract

- a) The substantially responsive bidder having scored the highest amongst the other bidders will be recommended for this bid.
- b) Award of the 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.
- c) The Oniipa Town Council would reserve the right to terminate the contract if the offer submitted by the bidder does not conform to the basic requirements and specifications.

23. Notification of Award and Debriefing

Oniipa Town Council shall after award of contract promptly inform all unsuccessful bidders (executive Summary)

24. Costs

Any costs incurred by a Bidder, in the preparation and submission of its response must be borne by the Bidder.

25. Final Check

Please check that you have attached all documents, details or additional information that are related or requested in this document before submitting your responses.

26. Contract Period for services

The contract shall be for a period of Sixty (60) Days from date of 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 Price list and documents requested above. A signature and authorization on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. **If your quotation is not authorized, it will be rejected.**]

Quotation addressed to:	Oniipa Town Council
Procurement Reference Number:	W/RFQ/ONPTC-09/2024-25
Subject matter of Procurement:	MAINTENANCE OF INFORMAL ROADS IN ONIIPA TOWN COUNCIL

We offer to supply the items listed in the attached List of Works and Price Schedule as per the defined specifications, except for the qualified deviations [Bidder may delete this phrase in case of no deviation] and, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

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

We undertake to abide ethical conduct 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 [forfeiture of the security amount / disqualification on the grounds mentioned in the BD].

The validity period of the Quotation is **90 days** from the date of the bid submission deadline.

We confirm that the prices quoted in the List of Works and Price 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.

The delivery period offered from the date of issue of Purchaser Order/ Letter of Acceptance is as shown in the List of Goods items and Price Schedule.

Quotation Authorised by:

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

Appendix to Quotation Letter

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

Date:

Procurement Ref No.:

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:

Capacity of.....

Name :

(Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder])

Dated on _____ day of _____, _____

Corporate Seal

[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.]

BID SUBMISSION FORM

The bidder must prepare the Bid Submission Form with its letterhead clearly showing the Bidder's complete name and address

Date: _____

Bidder's Reference No.: _____

Procurement Reference No: _____

To:

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 10;
- (b) We offer to execute in conformity with the Bidding Documents the following Works:
_____;
- (c) The total price of our Bid after discounts, if any, offered in item (d) below is:

_____;
- (d) The discounts offered and the methodology for their application are:

_____;
- (e) Our bid shall be valid for a period of **90 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached hereto and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (g) If our bid is accepted, we commit to obtain a Performance Security and a Preference Security (if applicable) in accordance with the Bidding Document;
- (h) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 5.2;
- (i) We are not participating, as a Bidder in more than one bid in this bidding process other than alternative offers submitted in accordance with ITB 15;

- (j) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;
- (k) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 5.4;¹
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (n) If awarded the contract, the person named below shall act as Contractor's Representative:

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____

Seal of Company: _____



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name.....

Registration Number

Vat Number:

Industry/Sector:

Place of Business.....

Physical Address.....

Tell No.....

Fax No.....

Email Address.....

Postal Address.....

Full name of Owner/Accounting Officer.....

.....

Email Address.....

2. PROCUREMENT DETAILS

Procurement Reference of.....

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/license/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: EVALUATION

MANDATORY DOCUMENTS (please note that non- submission of the documents in section A and B will lead to direct disqualification)			
SectionA	Company Documentations		
	Quotation Letter submitted, clearly indicating the bid validity period of 90 days		
	Certified copy of company Registration Certificate (certified by i.e. police, commissioner of oaths, notary..etc);		
	Certified copies of the shareholders/ members identification documents.		
	Original or certified copy of a valid good Standing Tax Certificate or the equivalent in the bidders area of jurisdiction (certified by i.e. police, commissioner of oaths, notary..etc); (Valid at the deadline of submission of bid);		
	Original or certified copy of a valid good Standing Social Security Certificate (applicable to Namibian registered companies only) (certified by i.e. police, commissioner of oaths, notary..etc); (Valid at the deadline of submission of bid);		
	A certified copy of 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; (Valid at the deadline of submission of bid);		
	A certified copy of a valid "Fitness Certificate" from a Local Authority Health Department or Ministry of Health & Social Services (for companies situated outside townlands). (Valid at the deadline of submission of bid)		
SectionB	Bid Forms		
	Bid Securing Declaration Form signed by an Authorised person and no alterations or amendments has been made to the Bid Securing Declaration Form		
	Completed and signed Bid Submission Form		
	Completed Labour Act Form (applicable to Namibian registered companies or companies that would make use of Namibian employees)		

Technical Evaluation (100)				
Section C	Proof that the bidder has completed similar work (MAINTENANCE OF INFORMAL ROADS) in the past 5 years. <u>(Kindly attach purchase orders and references that were issued to your company as proof.)</u>	5 POs +	35	
		4 POs	25	
		2-3 POs	15	
		1 PO	5	
	ACTIVE OFFICE IN THE NORTH PROOF OF OPERATION: A certified copy of a valid "Fitness Certificate" from a Local Authority Health Department or Ministry of Health & Social Services. (KINDLY ATTACH).	Yes	10	
		No	5	
	BIDDERS TO INDICATE (SUPPORTED BY LETTERHEAD) HOW IT PLANS TO MITIGATE THE TURNAROUND FOLLOWING: <ul style="list-style-type: none"> • Not complying to technical specifications • Risk of defaulting on completion turnaround time as per specification • Technical support on warranty 	Risk and Mitigation Plan provided, and it meets all requirements	10	
		No submission of risk and mitigation plan	0	
		Total Technical Score		
<i>The minimum technical (St)score required to pass is 75/100 Points</i>				
Section D	THE FORMULA FOR DETERMINING THE FINANCIAL SCORES IS THE FOLLOWING: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.			
	TOTAL FINANCIAL SCORE			100
	THE WEIGHTS GIVEN TO THE TECHNICAL SCORE	T= 60		
	THE WEIGHTS GIVEN TO THE FINANCIAL SCOR	F= 40		
	a) The substantially responsive bidder having scored the highest amongst the other bidders will be recommended for this bid.			
	Checked By:			
	Signature:			

SECTION III: STATEMENT OF REQUIREMENTS

This text hereunder is a guidance for the preparation of the Specifications and Performance Requirements and should not form part of the final document

A set of precise and clear Specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Public Entity without qualifying or conditioning their quotations. Specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done shall the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of quotations be ensured, and the subsequent task of quotation evaluation facilitated. The Specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of Specifications from previous similar Contracts are useful in preparing Specifications. Most Specifications are normally written specially by the Public Entity to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in these Documents.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addendums should then adapt the General Specifications to apply them to the particular Works.

Care must be taken in drafting Specifications to ensure that they are not restrictive. In the Specifications of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of Namibia or other standards, the Specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, shall also be acceptable. To that effect, the following sample clause may be inserted in the Special Conditions or Specifications.

Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

SCOPE OF WORKS

The work to be carried out under this Contract comprises the maintenance of the total 4,2 km informal roads network in Oniipa Town and re-shaping the riding surface at designated sections of the 4,2 km road network.

The major elements comprising this Contract are but not limited to:

- Site Establishment
- Re-gravelling of informal roads
- Spot filling of informal roads
- Light blading of informal roads and track paths
- Removal of camp establishment and finishing off the site after completion

Light/wet blading of 2.5km road network with maximum Four (4) blades per road.

Track paths blading of 1.7km road network with maximum Three (3) blades per road.

SOURCES OF MATERIALS

The Contractor shall be responsible for locating suitable borrow pits, obtaining necessary permission for the use of the borrow pit material and shall neatly finish off all borrow areas after use if required for the construction of the Works. An overhaul distance of 15km is allowed for this project.

OVERHAUL

All rates tendered for materials shall allow for purchasing the materials, excavation and hauling to the Site.

APPLICABLE STANDARDISED AND PARTICULAR SPECIFICATIONS

For all the purposes of this Contract the following Standardised Specifications shall apply. Notwithstanding the conditions of Subclause 2.2 of SABS 1200A, the editions issued on the dates as listed below, shall apply to this Contract.

Not bound into this volume:

SABS 1200 A	-	1986	:	GENERAL
SABS 1200 AB	-	1986	:	ENGINEER'S OFFICE
SABS 1200 C	-	1980	:	SITE CLEARANCE
SABS 1200 D	-	1988	:	EARTHWORKS
SABS 1200 DB	-	1989	:	EARTHWORKS (PIPE TRENCHES)
SABS 1200 DM	-	1981	:	EARTHWORKS (ROADS, SUBGRADE)
SABS 1200 GA	-	1982	:	CONCRETE (SMALL WORKS)
SABS 1200 LE	-	1982	:	STORM WATER DRAINAGE
SABS 1200 M	-	1981	:	ROADS (GRAVEL)
SABS 1200 ME	-	1981	:	SUBBASE
SABS 1200 MF	-	1981	:	BASE
SABS 1200 MG	-	1996	:	BITUMINIOUS SURFACE TREATMENT
SABS 1200 MJ	-	1984	:	SEGMENTED PAVING
SABS 1200 MK	-	1983	:	KERBING AND CHANNELING
SABS 1200 MM	-	1984	:	ANCILLARY ROADWORKS

B. DRAWINGS/SKETCHES

The work shall be carried out in accordance with the following Drawings/Sketches which form part of the Contract Document:

B.1. Legend on sketches

Yellow-Light/wet blading-4 blades minimum

Red- Track paths blading-2 blades minimum

Grey-G6/7 gravel fill

B.2. Project Sketches



Figure 1-Road 1 (light blading = 1,0km (yellow) ,track paths =0,5km (red))



Figure 2-Road 2 (light blading =0,3km (yellow), track paths = 0,6km (red))



Figure 3-Road 3 (Track path blading =0,2km (red))

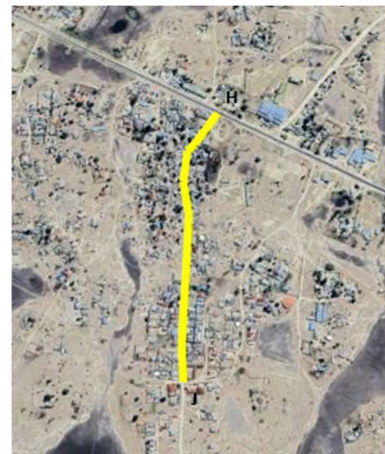


Figure 5-(Light blading = 1,2km (yellow))



Figure 6-Road 4 (Track path blading =0,4km (red))



Figure 4-Gravel material fill (g6/7), grey area) at Oniipa Cemetry

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: _____

[Complete the unit and total prices for each item listed below. Authorize 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	SECTION 1: PRELIMINARY AND GENERAL				
1.1	All preliminary and general cost for the duration of the project (60 days)	1.00	Sum		
2	SECTION 2: EARTHWORKS				
	OVERHAUL				
2.1	<i>Overhaul of material hold in excess of 1km (overhaul distance of 15km, one- way)</i>	800	m ³		
3	SECTION 3: MAINTENANCE OF ROADS				
3.1	BLADING OF INFORMAL ROADS				
	WET GRADING				
3.1.1	Cut, blade and shape informal roads after applying sufficient moisture with minimum 4 blades passes.				
	(a) 5-6m road width (riding surface)	2.50	km		
3.1.2	Cut, blade and shape informal roads after applying sufficient moisture with minimum 3 blades passes.				
	(b) Blading of sand tracks (min. 3 blades)	1.70	km		

4	DAY WORKS				
4.1	Roller Compactor	6.00	Hrs		
4.2	Mortor Grader	6.00	Hrs		
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: 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

Procurement Reference No: W/RFQ/ONPTC-09/2024-25

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)	Mr. Abraham Shivute: Technical Officer Cell: +264 81 429 9565
Site GCC 1.1(aa)	The Site is located in Oniipa Town Council (Various)
Notices GCC 8.1	Any notice shall be sent to the following addresses: PROCUREMENT MANAGEMENT UNIT ONIIPA TOWN COUNCIL Main Road 121 Oniipa Tel: +264 65 245700/10 P. O. Box 25179 Onandjokwe, Oniipa Namibia Email: procurement@oniipatc.org.na For the Supplier, the address and contact name shall be: _____ _____
Start Date GCC 1.1(dd)	The Start Date shall be: _____
The Works GCC 1.1(hh)	The Works consist of: As specified in the scope of work
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.

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 his/her duties.
Insurance GCC 13.1	N/A
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 3 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	7The Contractor shall submit within Seven (7) calendar days from the date of award an Letter of Acceptance.
GCC 25.3	Program updates shall be required when relevant.
Defects Liability Period GCC 33.1	The Defects Liability Period is: 0 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	No bonus shall be paid to the contractor.

GCC Clause Reference	Special Conditions
GCC 47.1	
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%



Contract Agreement

THIS AGREEMENT made on the _____ day of _____ between _____ (hereinafter "**the Employer**"), of the one part, and _____ hereinafter "**the Contractor**"), of the other part:

WHEREAS the Employer desires that the Works known as _____

_____ should be executed by the 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**

In the presence
of _____

Witness Name, Signature, Address, Date

Signed
by: _____
_____ **For and on behalf of the Contractor**

In the presence
of: _____

Witness Name, Signature, Address, Date