



PROCUREMENT MANAGEMENT UNIT  
REQUEST FOR SEALED QUOTATIONS FOR WORKS

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OSHAKATI TOWN COUNCIL CIVIC CENTRE PALISADE AND ELECTRICAL FENCING

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Procurement Reference No: W/RFQ/OSHTC-09/2023-2024

This is a hard copy request, and responses must be submitted in the Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nujoma Road, Oshakati.

Site meeting: **Wednesday the 20th of March 2024 @ 10h00 at Oshakati Town Council Civic Centre**

Deadline for request for clarifications from Bidders: **Friday, 22 March 2024**

Quotation Submission must be submitted before the closing date and time:

Closing Date and Time of Bids: Closing date: **Monday, 15 April 2024 at 12h00**

Bidders must register their bids in the bid submission register at PMU Office before submitting their bids in the bid box.

Procurement Management Unit  
Oshakati Town Council  
Private Bag 5530  
Oshakati  
Namibia  
Tel: 065-229500/535/536  
Email: [procurementunit@oshtc.na](mailto:procurementunit@oshtc.na)

Name of Bidder: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Bid Amount VAT Excl: \_\_\_\_\_

VAT: \_\_\_\_\_

Bid Amount vat Incl. \_\_\_\_\_

**OSHAKATI TOWN COUNCIL GIVES NOTICE OF THE FOLLOWING REQUEST FOR SEALED QUOTATIONS – WORKS: RENOVATION, ALTERATIONS, BULK EARTHWORKS AND FENCING TO EVULULUKO COMMUNITY CENTRE BUILDING IN OSHAKATI.**

Procurement Ref No	<b>W/RFQ/OSHTC-09/2023-2024</b>
Description of Goods	<b>OSHAKATI TOWN COUNCIL CIVIC CENTRE PALISADE AND ELECTRICAL FENCING</b>
Closing Date & Time	<b>Monday, 15 April 2024 at 12h00</b>
Quotation Submission Address	<b>By Hand at: 906 Sam Nujoma Road Oshakati Town Council Civic Centre OSHAKATI</b>
Validity Period of Quote	<b>90 Days (from closing date)</b>
Construction period	<b>2 months</b>

- 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 Oshakati 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: **Drawing**
- 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.
- h) Oshakati Town Council may at its sole discretion, accept or reject any quotation. Therefore, there is no obligation on Oshakati Town Council to accept the lowest or any bid. Oshakati Town Council may accept or reject any part of a quotation without being obliged to accept such quotation in its entirety.
- i) Bid will be awarded to the lowest bidder, within 20% margin of the Engineers' estimate. Such estimate shall only be disclosed on the due date prior the price opening of the bids at Civic Centre.**

**Contact Person for Enquiries and Clarifications:**

<b>Name</b>	Anna-Liisa Korea	<b>Mr. Tomas Negongo</b>
<b>Designation</b>	Head of Procurement	Buyer
<b>Telephone</b>	+264 65 229500/535/536	+264 65 229610
<b>Email</b>	<a href="mailto:akorea@oshtc.na">akorea@oshtc.na</a> / <a href="mailto:procurementunit@oshtc.na">procurementunit@oshtc.na</a>	<a href="mailto:Tomas.Negongo@oshtc.na">Tomas.Negongo@oshtc.na</a>



**13 March 2024**

**Letter of Invitation**

**Company Name:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

**Contact No:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

Dear Sirs/Madam

**REQUEST FOR QUOTATIONS FOR OSHAKATI TOWN COUNCIL CIVIC CENTRE  
PALISADE AND ELECTRICAL FENCING**

Bidders are invited to submit their quotation for the **Oshakati Town Council Civic Centre Palisade and Electrical Fencing** required by Oshakati Town Council. This RFQ constitutes a solicitation and contract agreement.

Bidders are requested to submit one quotation for **Oshakati Town Council Civic Centre Palisade and Electrical Fencing**, as per the specifications in this RFQ. Following an evaluation of the received quotations, Only quotations for the entire nomenclature as described in the Quotation Submission Form will be accepted.

1. Any resulting contract shall be subject to the terms and conditions referred to in the document.
2. Queries or clarification, if any, should be addressed to the Procurement Officials on the front page.
3. 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,  
Anna-Lisa Korea  
**Head of Procurement Management Unit**

## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The Oshakati 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
- (c) 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

Bidders 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 **90 days** from the date of bid submission deadline.

### 4. Eligibility Criteria (Mandatory Legal Document)

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

- (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) If not registered for VAT a valid letter from the ministry of Finance, Department of Inland Revenue indicates that no VAT is required (Earning less than N\$ 500 000.00 per annum must be attached).
- (d) An original or certified copy of a valid good Standing Social Security Certificate; **(Valid at the deadline of submission of bid)**
- (e) 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)**

- (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) 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)**
- (h) have a certificate indicating SME Status (for Bids reserved for SMEs);
- (i) All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.

## 5. 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 contemplated in section 138(2) of the Labour Act, 2007

## 6. Capability of Bidders

The Bidder warrants that it has/will have the capacity to perform as required.

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

- a) The bidder has the financial, technical, and capacity necessary to fulfil its obligations under the eventual Contract or Purchase Order.
- b) 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 Purchase Order.
- c) Bidders must, upon request, furnish such additional information that Oshakati Town Council may reasonably **require as to their ability to provide the works.**
- d) Level of industry/business-relevant experience in building construction industry demonstrated by relevant document such as completion certificate and reference letter of building works with value of more than N\$ 500 000.00
- e) Familiarity with the hazards of your industry
- f) Previous health and safety performance records
- g) Safety policies, risk assessments and training records
- h) Insurance cover – Professional Indemnity, Public Liability, Workers Compensation

- i) Communication methods before and during the work
- g) Subcontractors and their competence
- k) Any enforcement actions that have been taken
- l) Supervision requirements
- m) Notifications process for problems and incidents

## **8. Enquiries**

- a) All enquiries in connection with this bid document shall be directed in writing (e-mail 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 initialled 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 Oshakati Town Council.

## **9. Site Visits**

**Wednesday, 20 March 2024 @ 10h00 Oshakati Town Council, Civic Centre.**

## **10. Extensions of Time**

Oshakati 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.

## **11. Addenda**

Oshakati 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.

## **12. 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.

### **13. Works Completion Period**

Completion of works shall be 2 months (60 days), after acceptance/issue Purchase Order. Deviation in Completion schedule shall be considered if such deviation is reasonable.

### **14. Bid Security/Bid Securing Declaration**

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

### **15. 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.

### **16. Submission of Quotations**

Quotations should be deposited in the Quotation/Bid Box located at **906 Sam Nujoma Road Oshakati Town Council Civic Centre, Oshakati**, Namibia. Not later than

**Closing date: Monday, 15 April 2024**

**Closing time: 12:00**

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

### **17. Opening of Quotations**

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing Declaration, made available on request.

### **18. 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 based on evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

### **19. Technical Compliance**

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

#### Additional Criteria

- a) Company profile of Electrical Contractor with experience in electrical fencing.  
**NB: ATTACH**, Completion certificate and purchase order /appointment letter/ reference letters.
- b) Submission must include a comprehensive company profile,
- c) Curriculum Vitae of Site agent with relevant work experience in related work.
- d) Signed compulsory site visit attendance by Council representative during the site visit.
- e) This bid will not be awarded to the bidder who is currently onsite with Council Contract.
- f) **NB: work is offered based on purchase order and No advance payment will be made**

## 20. 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.

## 21. Margin of Preference

Kindly take note that the Margin of Preference is applicable, and the bid is reserved for bidders who qualify for one or more of the categories of the margin of preference.

NB: Margin of Preference is not automatically applied and should be declared by the bidder.

- 1.1. The applicable margins of preference and their application methodology are as follows:

**A=MP x BP in which formula**  
**100**

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

- 1.2. Bidders applying for the Margin of Preference shall submit evidence of:



#	Category of Local Supplier	Margin of Preference
1	Manufacturer	2%
2	Micro, Small & Medium Enterprise (SME)	1%
3	Women Owned Enterprise	1%
4	Youth Owned Enterprise	2%
5	Previously Disadvantaged Person Owned Enterprise	2%
6	Suppliers providing environmental protection	1%
7	Suppliers providing employment to Namibian citizens	1%
<b>Total</b>	<b>10%</b>	10%

- A bidder must include a declaration in its bid, outlining the preferences the bidder qualifies for and the grounds for such qualifications.
- Share Certificates
- Proof of Qualification for categories (i.e ID of youth and woman, SME Certificate, employee list and nationality)

The following documentary evidence in support of the grounds for qualification must be submitted

#	Category of Local Supplier	Documentary Evidence
1	Manufacturer	<ul style="list-style-type: none"> <li>• Certificate of registration from a registering authority</li> <li>• Declaration that the manufactured goods meet the local content as determined and certified by an accountant</li> </ul>
2	Micro, Small & Medium Enterprise (SME)	<ul style="list-style-type: none"> <li>• SME registration certificate</li> <li>• Declaration indicating the percentage of</li> </ul>

Namibian MSME ownership		
3	Women Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian female ownership</li> </ul>
4	Youth Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> </ul>

		<ul style="list-style-type: none"> <li>Declaration indicating the percentage of Namibian youth ownership</li> </ul>
<b>5</b>	Previously Disadvantaged Person (PDP) Owned Enterprise	<ul style="list-style-type: none"> <li>ID's of all shareholders</li> <li>Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>Declaration indicating the percentage of Namibian PDP ownership</li> </ul>
<b>6</b>	Suppliers providing environmental protection	<ul style="list-style-type: none"> <li>Declaration and proof that the bidder meets the requirements set out in the bidding document</li> </ul>
<b>7</b>	Suppliers providing employment to Namibian	<ul style="list-style-type: none"> <li>Declaration that the bidder employs 50% or more Namibian citizens</li> </ul>

**NATIONAL PREFERENCE**

PROCUREMENT	MARGIN OF PREFERENCE
<b>GOODS</b>	
Namibian Shareholding	3%
Goods (Manufactured, grown, mined, extracted)	4%
Namibian Employees	3%
<b>Total</b>	<b>10%</b>
<b>CONSULTANCY SERVICES</b>	
Namibian Shareholding	3%
Service rendered by Namibian team leader	4%
Service rendered by Namibian employees	3%
<b>Total</b>	<b>10%</b>
<b>NON-CONSULTANCY SERVICES</b>	
Namibian Shareholding	3%
Service rendered by Namibian (key employees)	2%
Service rendered by Namibian employees	3%
Materials	2%
<b>Total</b>	<b>10%</b>
<b>CONSULTANCY SERVICES (INDIVIDUAL)</b>	
Namibian	5%

<b>WORKS</b>	
Namibian Shareholder	3%
Materials 50-60%	2%
Services rendered by Namibian key personnel including of Management	2%
Services rendered by Namibian Semi-skilled employees	3%
<b>Total</b>	<b>10%</b>

**22. Language**

Bidder responses shall be submitted in the English language.

**23. 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.

**24. 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.

**25. 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 if necessary, as per ACT or threshold.

**26. Costs**

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

**27. 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.

**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 Reference Number:	
Subject matter of Procurement:	

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

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

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

We have read and understood the content of the Bid Security/Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead 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 Activity Schedule are not fixed and firm and will 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 7 days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within **60 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-	

PROJECT: OSHAKATI TOWN COUNCIL CIVIC CENTRE PALISADE AND  
ELECTRICAL FENCING

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		mail	
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**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.]



## 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 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/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.*



**Self-Declaration Form - Margin of Preference****Insert Procurement Reference No.:**-----**Insert Title:**-----  
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I/We the undersigned declare that:

1. I / we are eligible for the following categories of Exclusive Preference in terms of allowable Margin of Preferences as outlined in the Code of Good Practice and in accordance with applicable laws at the date of the deadline for bid submission.
2. We attached hereto the following documentary evidence in support of the grounds for qualification.

#	Category of Local Supplier	Margin of Preference
1	Manufacture	
2	Micro, Small & Medium Enterprise (SME)	
3	Women Owned Enterprise	
4	Youth Owned Enterprise	
5	Previously Disadvantaged Person Owned Enterprise	
6	Suppliers providing employment to Namibian citizens	
7	Suppliers providing environmental protection	
<b>Total</b>		<b>10%</b>

#	Category of Local Supplier	Documentary Evidence
1	Manufacturer	<ul style="list-style-type: none"> <li>• Certificate of registration from a registering authority</li> <li>• Declaration that the manufactured goods meet the local content as determined and certified by an accountant</li> </ul>
2	Micro, Small & Medium Enterprise (SME)	<ul style="list-style-type: none"> <li>• SME registration certificate</li> <li>• Declaration indicating the percentage of Namibian MSME ownership</li> </ul>
3	Women Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the</li> </ul>

		percentage of Namibian female ownership
<b>4</b>	Youth Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian youth ownership</li> </ul>
<b>5</b>	Previously Disadvantaged Person (PDP) Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian PDP ownership</li> </ul>
<b>6</b>	Suppliers providing environmental protection	<ul style="list-style-type: none"> <li>• Declaration and proof that the bidder meets the requirements set out in the bidding document</li> </ul>
<b>7</b>	Suppliers providing employment to Namibian	<ul style="list-style-type: none"> <li>• Declaration that the bidder employs 50% or more Namibian citizens</li> </ul>

Declared at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2023

Signature (of duly authorised officer): \_\_\_\_\_.

Full Name and Designation: \_\_\_\_\_

**Procurement no: W/RFQ/OSHTC-09/2023-2024**

S.1 : CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that I, .....

representative of (Contractor) .....

of (address) .....

visited the site.

Of the works under this contract on (date) .....

having previously studied these contract documents, I carefully examined the site.

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given by the Engineer and I understand the work to be done, as specified and implied in the execution of this contract.

DATE: .....

.....

SIGNATURE OF BIDDER

.....

SIGNATURE OF CLIENT

### **SECTION III: STATEMENT OF REQUIREMENTS**

#### **A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS**

- Site Clearance of approximately 500 fencing length.
- Construction of new palisade fencing to match existing Council fencing.
- Removing of existing jackal mesh fencing.
- Clearing and trimming of existing trees.
- Installation of electrical fencing to the whole perimeter of the existing and new fencing.
- Demolishing of existing infrastructures.
- Cleaning up the site after completion
- Monitoring during the defect liability period.
- And other task as instructed by the client.

***NOTE: All materials to be sourced and supplied by contractor.***

#### **B. DRAWINGS**

**SECTION IV: PRICED ACTIVITY SCHEDULE**

Procurement Reference Number: \_\_\_\_\_

**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: \_\_\_\_\_

*[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. Attach detailed technical literature if required. Authorise the specifications offered in the signature block below]*

<b>Item No</b>	<b>Specifications and Performance Required</b>	<b>Compliance of Specifications and Performance Offered</b>	<b>Details of Non-Compliance/Deviation (if applicable)</b>
<b>A*</b>	<b>B*</b>	<b>C</b>	<b>D</b>
1.	Site Clearance of approximately 500 fencing length.		
2.	Construction of new palisade fencing to match existing Council fencing.		
3.	Removing of existing jackal mesh fencing		
4.	Installation of electrical fencing to the whole perimeter of the existing and new fencing		
5.	Demolishing of existing infrastructures		
6.	Cleaning up the site after completion		
7.	Monitoring during the defect liability period		
8.			

\* 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 (*insert website address*) except where modified by the Special Conditions below

**SECTION VIII SPECIAL CONDITIONS OF CONTRACT**

Procurement Reference Number: \_\_\_\_\_

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract. *[This section is to be customised by the Public Entity to suit the requirements of the specific procurement].*

<b>GCC Clause Reference</b>	<b>Special Conditions</b>
<b>Employer GCC 1.1(r)</b>	Oshakati Town Council
<b>Intended Completion Date GCC</b>	The intended completion date is: <b>90 days from the letter of Acceptance</b>
<b>Project Manager GCC 1.1(y)</b>	The Project Manager (Representing Client) is: <b>Mr. Tomas Negongo (Town Engineer)</b>
<b>Site GCC 1.1(aa)</b>	The Site is located in Oshakati and is defined in Drawings Nos: <b>attached to the bidding document and to be shown by the Project Manager</b>
<b>Start Date GCC 1.1(dd)</b>	The Start Date shall be: 7 days from the letter of Acceptance
<b>The Works GCC 1.1(hh)</b>	The Works consist of: As defined under scope of work
<b>Interpretation GCC 2.2</b>	The project will be completed in the following as defined. <b>60 days from the letter of Acceptance</b>
<b>Interpretation GCC2.3</b>	The following additional documents shall form part of the contract: General Condition of Contract and SANS1200
<b>Language and Law GCC 3.1</b>	The language of the contract is English.  The law that applies to the Contract is the law of Namibia.
<b>Project Manager's Decisions 4.1</b>	The Contractor's 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



GCC Clause Reference	Special Conditions
	Works or adjacent property.
<b>Delegation GCC 5.1</b>	The Project Manager may delegate his/her duties.
<b>Notices GCC 6</b>	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be</p> <p><b>Oshakati Town Council,</b>  <b>Procurement Management Unit</b>  <b>Sam Nujoma Drive, Private Bag 5530</b>  <b>Oshakati Anna-Liisa Korea</b>  <b>Head of Procurement</b>  <b>+264 65 229500/535/536</b>  <a href="mailto:akorea@oshtc.na/procurementunit@oshtc.na">akorea@oshtc.na/procurementunit@oshtc.na</a></p> <p>or</p> <p><b>Tomas Negongo</b>  <b>Tomas.Negongo@oshtc.na</b>  <b>+264 65 229610</b></p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be</p>
<b>Insurance GCC 13.1</b>	<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"> <li>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></li> <li>(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></li> <li>(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></li> <li>(d) for personal injury or death:</li> </ul>

GCC Clause Reference	Special Conditions
	<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>(ii) of other people: <i>This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</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> <p>NOTE: <b>INSURANCE IS REQUIRED.</b></p>
<b>Site Date</b> GCC 14.1	The site Data shall be: to be communicated after appointment.
<b>Possession of the Site</b> GCC 20.1	The Site Possession Date shall be: 7 days from the letter of Acceptance or as directed by Procurement management Unit
<b>Procedure for Disputes</b> 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.
<b>Program</b> 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.
<b>GCC 25.3</b>	Program updates <b>shall be required.</b>
<b>Defects Liability Period</b> GCC 33.1	The Defects Liability Period is: <b>360 days.</b>

GCC Clause Reference	Special Conditions
<b>Payment Certificates</b> <b>GCC 39.7</b>	Progress Payment shall be made once a month <i>with 80% payment for materials on site.</i>
<b>Payments</b> <b>GCC 40</b>	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.
<b>Adverse weather Conditions</b> <b>GCC 41.1 (I)</b>	N/A
<b>Price Adjustment</b> <b>GCC 44.</b>	The Contract <i>is</i> Not subject to price adjustment.
<b>Retention</b> <b>GCC 45.</b>	(i) None.
<b>Liquidated Damages</b> <b>GCC 46.1</b>	The liquidated damages for the whole of the Works are <b>1000 per working day.</b>  The maximum amount of liquidated damages for the whole of the Works is <b>N\$50 000.00.</b>
<b>Bonus</b> <b>GCC 47.1</b>	The rate for the Bonus per calendar day is: N/A
<b>Advance Payment</b> <b>GCC 48.1</b>	(i) No advance payment shall be made
<b>Performance Security</b> <b>GCC 49.1</b>	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.
<b>GCC 56.1</b>	“As built” drawings or operating and maintenance manuals <i>are</i> required.

## 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**

**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**