



PROCUREMENT MANAGEMENT UNIT
REQUEST FOR SEALED QUOTATIONS FOR WORKS
CONSTRUCTION OF PIPES STORING STRUCTURE FOR OSHAKATI
TOWN COUNCIL

Procurement Reference No: W/RFQ/OSHTC-03/2023-2024

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

Site meeting: **18 December 2023 at 09h00 at the site (Engineering Building)**

Deadline for request for clarifications from Bidders: **22 December 2023**

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

Closing Date and Time of Bids: **Friday, 12 JANUARY 2024 @ 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

Name of Bidder:_____

Email address:_____

Contact Number:_____

Bid Amount VAT Excl:_____

Bid Amount VAT Incl._____

OSHAKATI TOWN COUNCIL GIVES NOTICE OF THE FOLLOWING REQUEST FOR SEALED QUOTATIONS – WORKS: CONSTRUCTION OF PIPES STORING STRUCTURE FOR OSHAKATI TOWN COUNCIL

Procurement Ref No	W/RFQ/OSHTC-03/2023-2024
Description of Goods	Construction Pipes Storing Structure for Oshakati Town Council.
Closing Date & Time	Friday, 12 JANUARY 2024 @ 12h00
Quotation Submission Address	By Hand at: 906 Sam Nujoma Road Oshakati Town Council Civic Centre ,OSHAKATI
Validity Period of Quote	90 Days (from closing date)
Construction period	2 months

- a) This request and responses must be submitted by hand on 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:
 - **Bill of Quantities -Engineering Store Building BOQ-231026-001**
 - Drawings – **ERF1329-S-001 Plan and Elevation**
 - ERF1329-S-001 Found Layout**
 - ERF1329-S-003 Lower Roof Layout**
- 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 PMU division 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.

Contact Person for Enquiries and Clarifications:

Name	Anna-Liisa Korea	Mr. Tomas Negongo
Designation	<i>Head of Procurement</i>	<i>Buyer</i>
Telephone	<i>+264 65 229500/535/536</i>	<i>+264 65 229500/5555</i>
Email	<i>akorea@oshtc.na/procurementunit@oshtc.na</i>	<i>Tomas.Negongo@oshtc.na</i>

12 December 2023

Letter of Invitation

Company Name: _____

Postal Address: _____

Contact No: _____

Contact Person: _____

Dear Sirs/Madam

REQUEST FOR QUOTATIONS FOR THE CONSTRUCTION OF PIPES STORING STRUCTURE FOR OSHAKATI TOWN COUNCIL – Procurement Ref No: W/RFQ/OSHTC-03/2023- 2024.

1. Bidders are invited to submit their quotation for the **Procurement for the construction of pipes storing structure**, required by Oshakati Town Council. This RFQ constitutes a solicitation and contract agreement.
2. Bidders are requested to submit one quotation for **Procurement for the construction of pipes storing structure**, as per the specifications in this RFQ. 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.

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 accept or reject any quotation or 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

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

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate.

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

4. Validity of Quotations

The quotation validity period shall be 90 days from the date of bid submission deadline.

5. Eligibility Criteria (Mandatory Legal Document)

To be eligible to participate in this Quotation exercise, 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) 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) A certified copy of a valid "Fitness Certificate" from a Local Authority Health Department or Ministry of Health & Social Services. **(Valid at the deadline of submission of bid)**
- (g) 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.
- (h) Bidder must submit Catalogues and any other literature to substantiate compliance with the required specifications.
- (i) 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)**
- (j) 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 contemplated in section 138(2) of the Labour Act, 2007.

7. Technical Requirements

To be considered technically responsive, the bidder must score **70% and above** in the technical evaluation (see **Annexure A - Page. 23** for more details). The Scoreable criteria are listed as follows: The contractor or his/her sub-contractor(s) must comply with the following technical requirement:

Item no	Evaluation Criteria
1.	The Contractor may not sub-contract the whole of the works.
2.	The contractor must have successfully completed a minimum of 3 projects of similar type and complexity in terms of building construction within the last 5 years, (proof to be submitted in the form of letters of reference from previous

	clients);
3.	The contractor must have successfully completed a minimum of 3 projects above NAD 1 000,000.00 in value within the last five years. (proof to be submitted);
4.	Proof of starting up capital of NAD 200,000.00 or from credit facility (Proof of starting up capital to be submitted). Is a must that bidder should have a starting up capital of NAD 200, 000.00 and above. Starting capital less than that will lead to disqualification.
5.	The contractor's personnel that will work on this project must include the following as a minimum: <ul style="list-style-type: none"> ○ Construction Foreman with 10 years' experience in building construction etc (CV and Reference letters of work experience to be submitted). ○ Artisan-builder with 3 years' experience in building construction (CV and Reference letters of work experience to be submitted). ○ Health and Safety Officer with 3 years' experience in Safety, Health and Environment (CV and Reference letters of work experience to be submitted).

Additional Criteria
a) NB: work is offered based on purchase order and No deposit will be made .

8. 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 deliver the goods as required. The documentary evidence shall establish to Oshakati Town Council's satisfaction that:

- The bidder has the financial, technical, and capacity necessary to fulfil its obligations under the eventual Contract or Purchase Order.
- 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.
- Bidders must, upon request, furnish such additional information that Oshakati Town Council may reasonably **require as to their ability to provide the works.**

9. Enquiries

- 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.

10. Safety and Security

a. Security

It shall be the responsibility of the Contractor to control access to the site during the execution of the contract to prevent any unauthorized persons from entering the site. The Contractor shall provide **Security Watchmen** for this Contract, as he deems fit.

b. Safety

The Contractor shall appoint a **person responsible for safety his/her name shall be forwarded to the Engineer in writing before any work may commence on site**. The responsible person shall legally be responsible for all safety on site. No work may be executed on site if neither of these two persons is on site.

The Contractor will be always responsible for the safety of his personnel and the site in general. The successful Contractor shall provide and maintain his own first aid facilities.

c. Safeguarding of excavations

The responsibility of safeguarding of excavations lies entirely with the Contractor.

11. Site Visits

A non-compulsory Site Inspection will be held at the Oshakati Town Council – Engineering building on **18 December 2023 at 09:00 am**. Bidders are to meet at the Engineering building at exactly 10:00 am after which a clarification meeting will be held followed by the site inspection.

12. 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.

13. 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.

14. 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.

15. Works Completion Period

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

16. Submission of Quotation

Quotations should be submitted to Procurement Management Unit, Oshakati Town Council, Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nuyoma Road, Oshakati, Namibia. not later than

Closing date: Friday, 12 JANUARY 2024 @ 12h00

Closing time: 10:00

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 Oshakati 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.

18. Evaluation of Quotations

The Oshakati Town Council shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared based on price or ownership cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

This Section complements the Instructions to Bidders. It contains the criteria that the Oshakati Town Council will use to evaluate a bid and determine whether a Bidder has

the required qualifications. No other criteria but the one indicated here shall be used during evaluation.

EVALUATION METHODOLOGY

Evaluation is going to be conducted by an ad hoc Bid Evaluation Committee (BEC) accordance to the following criteria as stated in table 1, 2, and 3 in three phases.

Phase1: Mandatory Documents

The eligibility criteria will be assessed based on a Yes or No. All bidders that pass with Yes in all the required documents as stated in table 1, will proceed to the next phase (phase 2 - technical evaluation). A bidder that obtains a “NO” in any of the criteria shall be deemed non-responsive and will be disqualified.

Phase 2: Technical Evaluation

Bidders will be assessed against the technical evaluation criteria as stated in table 2 as per the weights stated therein. The total technical evaluation is out of 100 marks. For a bidder to proceed to the next phase (phase 3 – financial evaluation), the bidder must score 70 marks and above. Bidders who fail to achieve the required minimum score of 70 will be deemed as “technically non-responsive”. Such bidders will be excluded from being considered for further evaluation.

Phase 3: Financial Evaluation

- I. The financial evaluation will be evaluated based on the market related price, and the bid will be awarded to a bidder who quoted substantially responsive market related price.
- II. The financial evaluation shall be based on bidders that have successfully achieved 70 Marks in the Technical evaluation,
- III. Where more than Ten (10) bids are tendered, Oshakati Town Council will only consider the Ten (10) lowest priced bids in accordance with the Section 52 (12) of the Public Procurement Act 15 of 2015.

- III. Oshakati Town Council shall select bid for award to the lowest evaluated substantially responsive bidder within a ten percent (10%) bracket of the average arithmetically corrected bid prices of the evaluated substantially and technically responsive bids.

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.

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.

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.

21. Margin of Preference

A **margin of preference will not apply for this procurement opportunity.**

- Exclusive preference will be allowed for the following categories:

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

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

22. Language

Bidder responses shall be submitted in the English language

23. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation, most economical beneficial to Council 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

Oshakati Town Council 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 within seven (7) days for all bids after request from the bidder. Furthermore, Oshakati Town Council shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

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 **180** 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 3 days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within **120 days** from date of issue of Purchase Order/Letter of acceptance.

Quotation Authorised by:

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

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

Date:

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 (*Where applicable*)

[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.*

SECTION III: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

CONSTRUCTION OF PIPES STORING STRUCTURE

Scope of works

- Construction of steel portal frame structure
- Pouring of 25MPa concrete surface bed with mesh ref: 395
- 250mm thick concrete foundation,
- 14 MPa brickwork foundation and 7 MPa superstructure one brick works
- Installation of Steel frame window and door frames
- IBR roof sheeting for roofing and side claddings
- Plaster and Paint. Colour to match existing and to Client requirements.
- Installation of Air ventilation (Whirlybirds)
- Minor Fillings around the Building
- Cleaning up the site after completion
- Commissioning and handing over the project.
- Monitoring during the defect liability period.
- And another task as instructed by the client.

Project specifications

- All construction strength to be 25MPa.
- This drawing to read in conjunction with relevant architect's drawings.
- For setting out and final dimensions refer to architect's drawings.
- Cover to reinforcement unless otherwise shown:

Beams & Slabs	: 25mm
Columns	: 25mm
Foundation	: 50mm
- All load-bearing brickwork to be plastered smooth and to receive 2 layers DPC prior to casting of concrete.
- Foundations to be inspected by engineer prior to casting of concrete.
- Final soffit levels of beams and slabs as per architect's instruction.
- All reinforcement must be checked by engineer prior to casting of any concrete.
- All laps for reinforcement to be 50x diameter of smaller bar.
- Three test cube results (28 days test results) will be provided to engineer for every batch (not more than 50 cubic meter of concrete) poured.
- Electrical installation as per ECB standards.

Performance requirements

- All works to be constructed as per specifications stated above.
- All work to be executed by qualified personnel as required in each trade.
- Work to be completed within specified period.
- No deviation to sizes and quality of specified materials
- Under no circumstances, the quoted cost should be exceeded.
- Environmental standards and care to be maintained.

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

B. DRAWINGS

ERF1329-S-001 Plan and Elevation

ERF1329-S-001 Found Layout

ERF1329-S-003 Lower Roof Layout

ANNEXURE A**TECHNICAL EVALUATION SHEET**

NB. To be considered technically responsive, the bidder must score 70% and above in the technical evaluation.

			Scores	Total
1	The contractor may not sub-contract the whole of the works.	0-29% Sub-contract	10	10
		30-49% Sub-contract	5	
		50-70% Sub-contract	0	
2	The contractor must have successfully completed a minimum of 3 projects of similar type and complexity in terms of building construction within the last 5 years, and above NAD 1000 000.00 (proof to be submitted in the form of letters of reference from previous clients);	3 and above projects	35	35
		2 projects	20	
		1 project	10	
		0 project	0	
3	Proof of starting up capital of at least NAD 200,000.00 or from credit facility (Proof of starting up capital to be submitted).	NAD 200,00.00 up	10	10
		NAD 100,00.00- 199 999.00	5	
		Less NAD 99,999.99	0	
4	Foreman:	at least Ten (10) years of experience	15	35
	Artisan-builder	at least Five (5) years of experience	10	
	Health and Safety Officer	at least ten (5) years of experience	5	
5	Programs of Works (Project schedules)	Minimum bar chart program of works showing detailed key tasks and within proposed period.	10	10
			Total	100

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: _____

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

The quantities shown below are approximate and a subject to re-measurement for payment purposes.

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]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation
(if applicable)			
A*	B*	C	D
1.	As specified in the BOQ and drawings		
2.	Building works		
3.	Earthworks		
4.	Electrical works		
5.	Cleaning up the site after completion		
6.	Monitoring during the defect liability period		

* 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].*

GCC Clause Reference	Special Conditions
Employer GCC 1.1(r)	Oshakati Town Council
Intended Completion Date GCC	The intended completion date is: 120 days (4 Months) from the letter of Acceptance
Project Manager GCC 1.1(y)	The Project Manager (Representing Client) is: Mr. Tomas Negongo (Town Engineer)
Site GCC 1.1(aa)	The Site is located in Oshakati and is defined in Drawings Nos: to be shown by the Project Manager
Start Date GCC 1.1(dd)	The Start Date shall be: 7 days from the letter of Acceptance
The Works GCC 1.1(hh)	The Works consist of: As defined under scope of work
Interpretation GCC 2.2	The project will be completed in the following as defined.
Interpretation GCC2.3	The following additional documents shall form part of the contract: General Condition of Contract and SANS1200
Language and	The language of the contract is English.

GCC Clause Reference	Special Conditions
Law GCC 3.1	The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions 4.1	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 Works or adjacent property.
Delegation GCC 5.1	The Project Manager <i>may</i> delegate his/her duties.
Notices GCC 6	<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>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>
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</i>

GCC Clause Reference	Special Conditions
	<p><i>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>
Site Date GCC 14.1	The site Data shall be: to be communicated after appointment.
Possession of the Site GCC 20.1	The Site Possession Date shall be: 7 days from the letter of Acceptance or as directed by Procurement management Unit
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates <i>shall</i> be required..
Defects Liability Period GCC 33.1	The Defects Liability Period is: <i>360 day</i> days.
Payment Certificates GCC 39.7	Progress Payment shall be made once a month <i>with 80%</i> payment for materials on site.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported

GCC Clause Reference	Special Conditions
	by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)	N/A
Price Adjustment GCC 44.	The Contract <i>is Not</i> subject to price adjustment.
Retention GCC 45.	(i) 10% and 5% proportion of any payments shall be retained during the project implementation and upon completion respectively.
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are 1000 per calendar day. The maximum amount of liquidated damages for the whole of the Works is N\$80 000.00.
Bonus GCC 47.1	The rate for the Bonus per calendar day is: N/A
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security GCC 49.1	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.
GCC 56.1	"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:

.....
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



ENVELOP COVER

CONSTRUCTION OF PIPES STORING STRUCTURE FOR OSHAKATI TOWN COUNCIL

DELIVERY ADDRESS FOR:
Oshakati Town Council
906 Sam Nuyoma Road
Private Bag 5530
Oshakati
Tel:065-229500

CLOSING TIME AND DATE: Friday, 12 JANUARY 2024 @ 12h00

FROM:

COMPANYNAME: _____

CONTACT NUMBER _____

P. O. BOX: _____

CONTACT PERSON: _____

EMAIL: _____