



## PROCUREMENT MANAGEMENT UNIT

### REQUEST FOR SEALED QUOTATIONS FOR WORKS

#### FENCING OF OSHAKATI TOWN COUNCIL DISPOSAL SITE (PHASE 3)

**Lot 1:** PALISADE FENCING OF OSHAKATI TOWN COUNCIL DISPOSAL SITE (D-E) 155m LONG

**Lot 2:** PALISADE FENCING OF OSHAKATI TOWN COUNCIL DISPOSAL SITE (E-A) 560m LONG

**Procurement Reference No: W/RFQ/OSHTC-05/2023/2024**

#### PROCUREMENT MANAGEMENT UNIT

#### OSHAKATI TOWN COUNCIL

906 Sam Nujoma Road  
Private Bag 5530  
OSHAKATI  
Namibia

Tel: +264 65 229500

Fax: +264 65 220435

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

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

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

**Bid Amount:**

	Lot 1 (PALISADE: D-E) (N\$)	Lot2 (PALISADE: E-A) (N\$)
Amount vat exclusive		
VAT		
Total Bid Amount Vat inclusive		

**Site Meeting: Tuesday, 20 February 2024 @10h00 (Council Disposal site)**

**Deadline for request for clarification from Bidders: 07 March 2024**

**Closing date: Monday. 25 March 2024 @ 12h00**

**OSHAKATI TOWN COUNCIL GIVES NOTICE OF THE FOLLOWING REQUEST FOR SEALED QUOTATIONS – WORKS:**

**FENCING OF OSHAKATI TOWN COUNCIL DISPOSAL SITE (PHASE 3)**

Procurement Ref No	<b>W/RFQ/OSHTC-05/2023/2024</b>
Description of Services	<b>PALISADE FENCING (LOT 1) PALISADE FENCING (LOT 2)</b>
Closing Date & Time	<b>25 March 2024 @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>3 months (90 days)</b>

- 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
- e) If any clarification is required, kindly contact the Procurement officers below in writing.
- f) The Company reserves the right to amend the Bid amount 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:**

<b>Name</b>	Anna-Liisa Korea	Ms. Hanna Mwatukange
<b>Designation</b>	Head of Procurement	Buyer
<b>Telephone</b>	+264 65 229500/535/536	+264 65 229500/544
<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:Hmwatukange@oshtc.na">Hmwatukange@oshtc.na</a>



15 February 2024

## Letter of Invitation

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

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

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

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

Dear Sirs/Madam

### **REQUEST FOR QUOTATIONS FOR FENCING OF OSHAKAT TOWN COUNCIL DISPOSAL SITE (PHASE 3)**

1. Bidders are invited to submit their quotation for the **Procurement for Fencing of Oshakati Town Council Disposal Site (PHASE 3)**, required by Oshakati Town Council. This RFQ constitutes a solicitation and contract agreement.
2. Bidders are requested to submit one quotation for **Procurement Fencing of Oshakati Town Council Disposal Site (PHASE 3) for each Lot**, as per the specifications in this RFQ.
3. Following an evaluation of the received quotations, Oshakati Town Council may select one bidder per Lot for the **Procurement for Fencing of Oshakati Town Council Disposal Site (PHASE 3)**. Only quotations for the entire nomenclature as described in the Quotation Submission Form will be accepted.
4. Any resulting contract shall be subject to the terms and conditions referred to in the document.
5. Queries or clarification, if any, should be addressed to the Procurement Officials on the front page.
6. 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 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. 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:

- 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.**

## **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**

**Tuesday, 20 February 2024 @10H00 Council Disposal site**

## **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 3 months (90 days), after acceptance/issue

Purchase Order. Deviation in Completion schedule shall be considered if such deviation is reasonable.

### 14. 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: Monday 25 March @12h00**

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

### 15. 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.

### 16. 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 on the basis of price or ownership cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

### 17. Technical Compliance

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

Additional Criteria
<ul style="list-style-type: none"> <li>a) A Customers' reference letters /Completion certificate with contact details of similar project (fencing or related work) with a value of not less than of <b>N\$300 000.00</b> provide proof of contract value. <b>NB: ATTACH</b>, Completion certificate and purchase order /appointment letter</li> <li>b) Submission must include a comprehensive company profile,</li> <li>c) Proof of starting up capital of <b>N\$50 000.00</b> or credit facility from a reputable supply shop.</li> <li>d) This bid will not be awarded to the bidder who is currently onsite with uncomplete Council Contract.</li> <li>e) <b>NB: work is offered based on purchase order and No advance payment will be made</b></li> </ul>

## 18. 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.

## 19. Margin of Preference

- This bid is reserve for Local Suppliers in terms of Section 73 of the Public Procurement Act, and the Code of Good Practice
- Exclusive preference will be allowed for the following categories:

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

- 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	Micro, Small & Medium Enterprise (SME)	<ul style="list-style-type: none"> <li>• SME registration certificate</li> <li>• Declaration indicating the percentage of</li> </ul>

2	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</li> </ul>
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		Namibian female ownership
<b>3</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>4</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>5</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>

## 20. Language

Bidder responses shall be submitted in the English language.

## 21. 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.

## 22. 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.

## 23. 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.

## 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.

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 ..... 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 2 days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within 90 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	

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.

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

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

##### **Lot 1 (D-E): FENCING (PALISADE) 155m LONG**

- Removal of existing fence
- Palisade construction
- Cleaning up the site after completion
- Monitoring during the defect liability period.
- And other task as instructed by the client

##### **Lot 2 (E -A): FENCING (PALISADE ) 560m LONG**

- Removal of existing fence and reuse therefore at **D-E lot1**
- Palisade construction with triple existing razor mesh
- Cleaning up the site after completion
- Monitoring during the defect liability period.
- And other tasks as instructed by the client.

**NOTE: contractor to supply all necessary materials to execute and complete the project.**

#### **B. DRAWINGS AND DIAGRAM**

*Attached*

- PALISADE FENCING OF OSHAKATI TOWN COUNCIL DISPOSAL SITE (D-E)
- PALISADE FENCING OF OSHAKATI TOWN COUNCIL DISPOSAL SITE (E-A)



# SECTION III: PRICED ACTIVITY SCHEDULE

## QUOTATION FOR: FENCING OF OSHAKATI TOWN COUNCIL DISPOSAL SITE (PHASE 3) LOT 1 (D-E): FENCING (PALISADE)

**Procurement Reference Number: W/RFQ/OSHTC-05/2023/2024**

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

The quantities shown below are approximate and not subject to re-measurement for payment purposes.

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
<u>A*</u>	<u>B*</u>	<u>C*</u>	<u>D*</u>	<u>E</u>	<u>F</u>
1.	Removal of existing fence	1	Each		
2.	Palisade construction	1	Each		
3	Cleaning up the site after completion	1	Each		
4	Monitoring during the defect liability period.	1	Each		
5	And other task as instructed by the client	1	Each		
6	Other	1			
	<b>TOTAL VAT Excluded</b>				
	<b>15% VAT</b>				
	<b>TOTAL VAT Included</b>				

### Specifications and Compliance Sheet Authorised By:

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

# SECTION III: PRICED ACTIVITY SCHEDULE

## QUOTATION FOR: FENCING OF OSHAKATI TOWN COUNCIL DISPOSAL SITE (PHASE 3) LOT 2 (E -A): FENCING (PALISADE )

**Procurement Reference Number: W/RFQ/OSHTC-05/2023/2024**

Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below  
The quantities shown below are approximate and not subject to re-measurement for payment purposes.

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
<b>A*</b>	<b>B*</b>	<b>C*</b>	<b>D*</b>	<b>E</b>	<b>F</b>
1.	Removal of existing fence and reuse therefore at <b>D-E lot1</b>	1	Each		
2.	Palisade construction with triple existing razor mesh	1	Each		
3	Cleaning up the site after completion	1	Each		
4	Monitoring during the defect liability period.	1	Each		
5	And other tasks as instructed by the client.	1	Each		
6	Other	1			
			<b>TOTAL VAT Excluded</b>		
			<b>15% VAT</b>		
			<b>TOTAL VAT Included</b>		

### Specifications and Compliance Sheet 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)
<b>A*</b>	<b>B*</b>	<b>C</b>	<b>D</b>
<b>Lot1 (D-E)</b>	As described by specifications/scope of work		
<b>Lot2 (E-A)</b>	As described by specifications/scope of work		

\* 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 VII: 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 Works except where modified by the Special Conditions below.

**SECTION VIII SPECIAL CONDITIONS OF CONTRACT**

Procurement Reference Number: **W/RFQ/OSHTC-05/2023/2024**

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 Reference</b>	<b>Clause</b>	<b>Special Conditions</b>
<b>Employer</b> <b>GCC 1.1(r)</b>		Oshakati Town Council
<b>Intended Completion Date</b> <b>GCC</b>		The intended completion date is: <b>3 months (90 days) after receiving purchase order</b>
<b>Project Manager</b> <b>GCC 1.1(y)</b>		The Project Manager is: <b>Mrs. Hanna Mwatukange/Mr. Hendrick Steenkamp</b>
<b>Site</b> <b>GCC 1.1(aa)</b>		The Site is located in <b>Othingo, Oshakati West</b>
<b>Start Date</b> <b>GCC 1.1(dd)</b>		The Start Date shall be: <b>Three (3) days after</b> receiving purchase order from Procurement Management Unit
<b>The Works</b> <b>GCC 1.1(hh)</b>		The Works consist of: <b>As defined under scope of work</b>

<b>GCC Reference</b>	<b>Clause</b>	<b>Special Conditions</b>
<b>Interpretation GCC 2.2</b>		The project will be completed as defined.
<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 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.
<b>Delegation GCC 5.1</b>		The Project Manager may delegate his/her duties.
<b>Notices GCC 6</b>		Any notice shall be sent to the following addresses:  <b>Oshakati Town Council, Procurement Management Unit Sam Nuuyoma Drive, Private Bag 5530 Oshakati Anna-Liisa Korea Head of Procurement +264 65 229500/535/536 <a href="mailto:akorea@oshtc.na/procurementunit@oshtc.na">akorea@oshtc.na/procurementunit@oshtc.na</a></b>  or <b>Hanna Mwatukange HMwatukange@oshtc.na +264 65 229500</b>  For the Service Provider the address and contact name shall be: _____ _____ _____
<b>Insurance GCC 13.1</b>		The Contractor to ensure provision of insurance for the following: (a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc...)

GCC Clause Reference	Special Conditions
	<p>(b) for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</p> <p>(ii) of other people: This cover shall be for an adequate</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 OPTIONAL IF REQUIRED.</b></p>
<b>Site Date</b> <b>GCC 14.1</b>	The site Data shall be: NA
<b>Possession of the Site</b> <b>GCC 20.1</b>	The Site Possession Date shall be: Five (5) days after receiving Appointment Letter/ Purchase Order from Procurement Management Unit
<b>Procedure for Disputes</b> <b>GCC 24</b>	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> <b>GCC 25.1</b>	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

GCC Clause Reference	Special Conditions
	Purchase Order Agreement.
GCC 25.3	Program updates shall be required.
Defects Liability Period GCC 33.1	The defects liability Period is: <b>3-6 months.</b>
Payment Certificates GCC 39.7	Payment shall be made once off after all work is completed <i>without</i> payment for materials on site.
Payments GCC 40	The payment 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 (l)	N/A
Price Adjustment GCC 44.	The Contract is <b>Not</b> subject to price adjustment.
Retention GCC 45.	(i) <b>No</b> portion of any payments shall be retained*
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works shall be 0.5% per day of the Contract Price up to the maximum. The maximum amount of liquidated damages for the whole of the Works shall be 10% of the Contract Price.
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	(i) an amount of 10% of the contract price.

**Self-Declaration Form - Margin of Preference****Insert Procurement Reference No:** -----**Insert Title:** -----

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	Micro, Small & Medium Enterprise (SME)	
2	Women Owned Enterprise	
3	Youth Owned Enterprise	
4	Previously Disadvantaged Person Owned Enterprise	
5	Suppliers providing employment to Namibian citizens	
<b>Total</b>		<b>7%</b>

#	Category of Local Supplier	Documentary Evidence
1	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>
2	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>
3	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>
4	Previously Disadvantaged Person (PDP) Owned	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company</li> </ul>



	Enterprise	registration indication ownership structure/ shareholder certificate • Declaration indicating the percentage of Namibian PDP ownership
<b>5</b>	Suppliers providing employment to Namibian	• Declaration that the bidder employs 50% or more Namibian citizens

Declared at \_\_\_\_\_ this \_\_\_\_day of \_\_\_\_\_ 2023

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

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

**SCHEDULE 3****QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.:**

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Quotation Letter		
Priced Activity Schedule		
Specification and Compliance Sheet		
Work programme with completion period		
Bidding document Shall be duly filled in, duly signed, and dated at each place (so indicated)		
Indelible ink used, no correction fluid used, and all corrections crossed out and initialled or signed		
Any annexures that a bidder submits, shall all be initialled		
Bid Validity Period		
Self-Declaration Form -Margin of Preference		
A certified copy of a valid company Registration Certificate		
An original or certified copy of a valid good Standing Tax Certificate; (Valid at the deadline of submission of bid		
An original or certified copy of a valid good Standing Social Security Certificate;(Valid at the deadline of submission of bid)		
A certified copy of a valid Affirmative Action Compliance Certificate.		
A written undertaking as contemplated in section 138(2) of the Labour Act, 2007		
A signed Bid Securing Declaration.		
A certified copy of a valid "Fitness Certificate" from a Local Authority /Health Department or Ministry of Health &and Social Services. (Valid at the deadline of submission of bid).		
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.		
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		
All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.		

**Disclaimer:** *The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*

# 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



ENVELOP COVER

FENCING OF OSHAKATI TOWN COUNCIL DISPOSAL SITE (PHASE 3)

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

CLOSING TIME AND DATE: 25 MARCH 2024 @12H00

FROM:

COMPANYNAME: \_\_\_\_\_

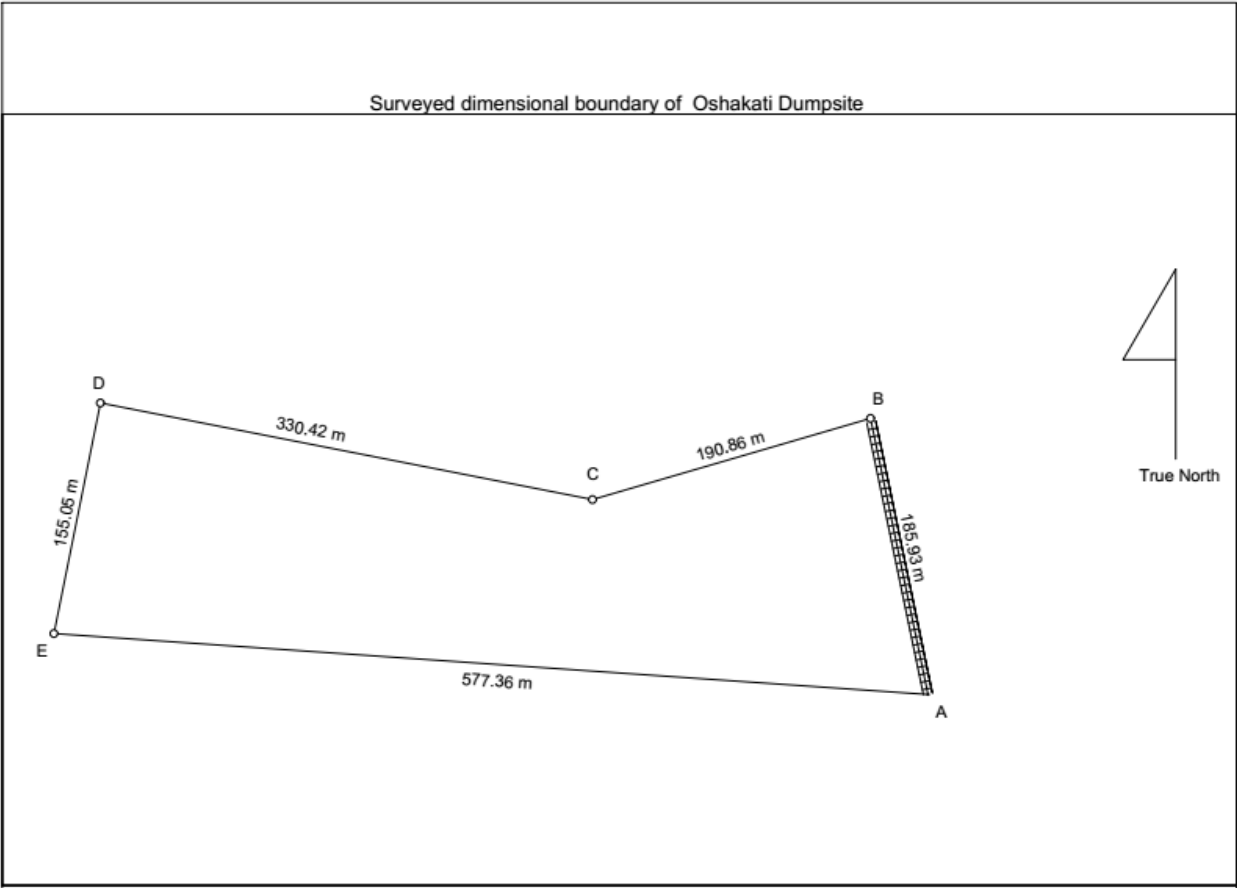
CONTACT NUMBER \_\_\_\_\_

P. O. BOX: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL: \_\_\_\_\_

DRAWINGS



The figure A B C D E above illustrates the boundary of Oshakati Dumpsite as surveyed measuring an area of 7.5866 ha. The site has a length (perimeter) of 1439.62 m of which 185.93m (A-B) length and (B-C) + (C-D) 521.28m length is fenced.

Areas to be fenced:

Area:( D-E) Palisade Fencing (155.06 m

Area: (E-A) Palisade Fencing (577.36m)