



PROCUREMENT MANAGEMENT UNIT

REQUEST FOR SEALED QUOTATIONS FOR WORKS

CONSTRUCTION OF FENCING OFF DISTLE PUMP STATION AND MEATCO PUMP STATION WITH BRICKS WORK OF 7MPA SUPER BRICKS IN CLASS MORTAR FOR OSHAKATI TOWN COUNCIL PROCUREMENT REFERENCE NO: W/RFQ/OSHTC-11/2024/2025

BID SUBMISSION:

- 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 05 February 2025 at 09H00, Technical Department**
- Deadline for request for clarifications from Bidders: **Friday, 14 February 2025**
- Quotation Submission must be submitted before the closing date and time:
- Closing Date and Time of Bids: **Wednesday, 26 February 2025 @ 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

906 Sam Nujoma Road

Private Bag 5530

OSHAKATI

Namibia

Name of Bidder: _____

Email address: _____

Contact Number: _____

Tel: +264 65 229500

Fax: +264 65 220435

	LOT: 1 DISTEL P. S	LOT:2 MEATCO P. S
Bid Amount Excl. Vat		
VAT		
Total inclusive		

Oshakati Town Council Gives Notice of the Following Request for Sealed Quotations – Works:

Procurement Ref No	W/RFQ/OSHTC-11/2024/2025
Description of Services	CONSTRUCTION OF FENCING OFF DISTTLE PUMP STATION AND MEATCO PUMP STATION WITH SUPER BRICKS 7MPa IN CLASS MORTAR FOR OSHAKATI TOWN COUNCIL PROCUREMENT REFERENCE NO: W/RFQ/OSHTC-11/2024/2025
Closing Date & Time	Wednesday, 26 February 2025 @ 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	Two (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
- 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:

Name	Anna-Liisa Korea	Hilja MT.Munenguni
Designation	Head of Procurement	Buyer
Telephone	+264 65 229500/535/536	+264 65 229604/600
Email	akorea@oshtc.na/procurementunit@oshtc.na	hilyak@oshtc.na

28 January 2024

Letter of Invitation

Dear Sirs/Madam

RE: CONSTRUCTION OF FENCING OFF DISTTLE PUMP STATION AND MEATCO PUMP STATION WITH BRICKWORK OF 7MPA SUPER BRICKS IN CLASS II MORTAR FOR OSHAKATI TOWN COUNCIL PROCUREMENT REFERENCE NO: W/RFQ/OSHTC-11/2024/2025

1. Bidders are invited to submit their quotation for the **Construction of fencing off Distel Pump station and Meatco Pump station with Brickwork of 7MPa Super bricks in class II MOTAL wall for Oshakati Town Council**, required by Oshakati Town Council. This RFQ constitutes a solicitation and contract agreement.
2. Bidders are requested to submit one quotation for **Construction of fencing off Distel Pump station and Meatco Pump station with Brickwork of 7MPa Super bricks in class II MORTAL wall for Oshakati Town Council Oshakati Town Council** as per the specifications in this RFQ.
3. Following an evaluation of the received quotation **Construction of fencing off Distel Pump station and Meatco Pump station with Brickwork of 7MPa Super bricks in class II MORTAL wall for Oshakati Town Council** may select one bidder per Lot for the **Procurement for Town Council**. 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) An original or certified copy of a valid good Standing Social Security Certificate; **(Valid at the deadline of submission of bid)**
- (d) A certified copy of a valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; **(Valid at the deadline of submission of bid).**
- (e) 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).**
- (f) Bidder submitted a written Special Power of Attorney (declaration) from the company that the undersigned person is herewith granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process. **NB: (Not applicable to sole owners of entities (companies) who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf.**
- (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) 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

Wednesday 05 February 2025 at 09H00

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 Two (2) Months, 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: Wednesday 26 February 2025 at 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
<p>a) Two (2) Customers' reference letter or Completion certificate with contact details of similar project (construction of buildings) completed. The reference letters/completion certificate should contain the following information as a minimum:</p> <ul style="list-style-type: none"> b) Client Name c) Client contact details d) List and Value of work completed e) For the Reference Letter/ completion certificate to be Authentic must be a certified Copy signed and sealed by the client f) Bidder must include a comprehensive company profile g) Bidder must include the Program of Works h) Oshakati Town Council shall select bid for award to the lowest evaluated substantially, responsive bidder within the Five percent (5%) bracket of the average arithmetically corrected bid prices of the evaluated substantially responsive bids. However, the final award will be determined after the application of Margin of

Preference.

- i) If contractor currently committed with council project will not be considered for award.

NB: work is offered based on purchase order and no advance payment will be made.

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

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. (A template is provided for use)

The applicable margins of preference and their application methodology be applied as per formula below:

$$\frac{A=MP \times BP}{100}$$

- (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.

CATEGORIES OF BIDDERS	MARGIN OF PREFERENCE	DOCUMENT EVIDENCE TO BE SUBMITTED	CRITERIA
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Manufacturer	2%	-Certificate of registration from a registering authority. -Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Valued Added Calculation in Annexure 1, and as certified by an Accountant.	“manufacturer” means a person or a company that is involved in the physical or chemical transformation or materials or components into new products whether – (a) the transformation is through work; (i) Performed by a power-driven machine or by hand; or (ii) Done in a home or factory; or (iii) The new products are sold on a wholesale or retail basis.
Micro, Small and Medium Enterprise	1%	-SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership	a bidder who is a MSME, means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51 % owned by Namibians.
Women owned enterprise	1%	-IDs of all shareholders Founding statement/company registration indicating ownership structure/shareholder certificate -declaration indicating the percentage of Namibian female ownership	A bidder who is a woman or whose minimum equity is 51% owned by Namibian women.
Youth Owned enterprise	2%	-IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate -declaration indicating the percentage of Namibian youth ownership.	A bidder who is a youth or whose minimum equity is 51% owned by Namibian youths
Previously Disadvantaged person owned enterprise	2%	-IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificates -declaration indicating the percentage of Namibian PDPs ownership.	a bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs.
Suppliers providing environmental protection	1%	-Declaration and proof that the bidder meets the requirements set out in the bidding document.	A bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document.
Suppliers providing employment to Namibian	1%	-declaration that the bidder employs 50% or more Namibian citizens.	A bidder who employs 50% or more Namibian citizens.

TOTAL	10%	
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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 Assessment Criteria

This Section complements the Instructions to Bidders. It contains the criteria that Oshakati Town Council will use to assess 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

Quotation Assessment is going to be conducted by Business Unit (BU) and Procurement Unit (PMU) in accordance with the following criteria as stated in table 1, 2, and 3 in three phases.

Phase 1: 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 scores NO in any of the criteria will be deemed non-responsive and be disqualified.

Phase 2: Technical Evaluation

Bidders will be assessed against the technical evaluation criteria as stated in Phase 2 based on a **Yes** or **No**. All bidders that pass with Yes in all the required criteria's as stated in table 1, will proceed to the next phase (phase 3 - Financial evaluation). A bidder that scores NO in any of the criteria will be deemed technically non-responsive.". Such bidders will be excluded from being considered for financial evaluation.

Phase 3: Financial Evaluation

The procurement contract will be awarded to the lowest quoted, substantially responsive and technically compliant bid, after applying Margin of Preference as stipulated in ITB 19.

Table 1: QUOTATION ASSESSMENT CRITERIA

To be used during the quotation assessment process, failure to submit the listed information's it will lead to disqualification of a bidder.

PHASE 1 MANDATORY DOCUMENTS	
Document Description	Yes/No
<ul style="list-style-type: none"> • A valid certified copy of: <ul style="list-style-type: none"> (a) Company Registration certificate and share certificate in case of PTY or (b) Founding statements in case of close corporation 	
<ul style="list-style-type: none"> • All bidders must be entities incorporated or registered in Namibia in terms of the company or close corporation laws of Namibia as per PPA of 2015, Section 29 (b) (i) or (iv). • Bidders should Provide the followings: <ul style="list-style-type: none"> (a) Certified copies of Identity Documents / Passports of all the shareholders or members). 	
<ul style="list-style-type: none"> • An original/certified copy of a Good Standing Tax Certificate for bidding purpose, valid on bid closing date. 	
<ul style="list-style-type: none"> • An original/certified copy of a valid Good Standing Social Security Certificate 	
<ul style="list-style-type: none"> • 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). 	
<ul style="list-style-type: none"> • A valid certified copy of Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998 	
<ul style="list-style-type: none"> • Duly signed Bid Securing Declaration Form 	
<ul style="list-style-type: none"> • Duly signed Self-Declaration Form 	
<ul style="list-style-type: none"> • Duly signed Bid Submission Form 	
<ul style="list-style-type: none"> • Duly signed Priced Activity Schedule 	
<ul style="list-style-type: none"> • Completed Bill of Quantities 	
<ul style="list-style-type: none"> • Site Visit Certificate of Attendance 	
<ul style="list-style-type: none"> • An 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, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 6.2 of the General Conditions of Contract if it is awarded the contract or part thereof 	
<ul style="list-style-type: none"> • Is the bid validity period 90 days as per Bid Submission Form? 	

PHASE 2 TECHNICAL EVALUATION	
<ul style="list-style-type: none"> • Proof of Similar Experience in a form of Reference Letters, or Completion certificates from previous clients as per ITB 17 (a-e). 	
<ul style="list-style-type: none"> • Comprehensive company profile 	
<ul style="list-style-type: none"> • Proposed Program of Works 	
PHASE 3 FINANCIAL ASSESSMENT CRITERIA	
<ul style="list-style-type: none"> • The procurement contract will be awarded to the lowest quoted, substantially responsive and technically compliant bid, after applying Margin of Preference • The applicable margins of preference and their application methodology be applied as per formula below: $\mathbf{A = \frac{MP \times BP}{100}}$ <p>“A” represents the amount to be determined: “MP” represents the total percentage of all margins of preferences granted in respect and “BP” represents the bid price.</p> 	

SECTION III: 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 Five (5) 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.*

SELF-DECLARATION FORM

CONSTRUCTION OF FENCING OFF DISTTLE PUMP STATION AND MEATCO PUMP STATION WITH SUPER BRICKS 7MPa IN CLASS MORTAR FOR OSHAKATI TOWN COUNCIL. BID REF NO.: W/RFQ/OSHTC-11/2024/2025

I/We the undersigned declare that:

1. I / we are not blacklisted by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission.
2. I/ we are not blacklisted by African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group.
3. I/ we will submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
4. I/ we will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest.
5. I/ we will not have sought, attempted to obtain or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at _____ this ____ day of _____ 2025.

Signature (of duly authorized officer): _____

Full Name and Designation: _____

Annexure A: Declaration in Respect of Exclusive Preferences

1. Micro, Small and Medium/ Owned Enterprises Declaration/Youth Owned Enterprise Declaration/Previously Disadvantaged Person (PDP) owned enterprises Declaration in terms of Paragraph 9(3) and Annexure 6 of the Code of good practice.

I/We declare under oath that the company’s total **equity owned by:**

Namibian (MSME) is (insert percentage)

Namibian women is (insert percentage)

Namibian youth is (insert percentage)

Namibian PDPs is (insert percentage)

The following are the names of all shareholders and the percentage shares held by each member:

No.	Full Legal Name	Identification Number	Nationality	Gender	Age	PDP Category	%Share
Total Share							

Note: The Above table may be reproduced if the space provided is not sufficient to cover the names of all shareholders.

NB: The following documents should be attached as supportive documentation.

- MSME – Certified copy of the SME registration Certificate

- Women owned Enterprises- IDs of all shareholders and Founding statement/company registration indicating ownership structure/shareholder certificate. In case of a Trust, Trust Deed indicating the beneficiary(s).
- Youth owned enterprise - IDs of all shareholders and Founding statement/company registration indicating ownership structure/shareholder certificate. In case of a Trust, Trust Deed indicating the beneficiary(s).
- Previously Disadvantaged Person owned enterprise -- IDs of all shareholders and Founding statement/company registration indicating ownership structure/shareholder certificate. In case of a Trust, Trust Deed indicating the beneficiary(s).

Signature of the bidder:

Owners Name:

Signature of Witness: _____ Full Name of witness: _____

2. Suppliers providing employment to Namibians Declaration in terms of paragraph 9(3) and Annexure 6 of the Code of Good Practice

I/We declare under oath that the company employs 50% or more Namibian citizens, and the following are all the names of the said employees:

No	Full Legal Name	Identification Number	Nationality	Occupation

Note: The Above table may be reproduced if the space provided is not sufficient to cover the names of all shareholders.

Signature of the bidder:

Owners Name:

Signature of Witness: _____ Full Name of witness: _____

SECTION IV: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

- 1. PRELIMINARIES and General as per bill of quantity**
- 2. Foundation Work per bill of quantity**
- 3. Wall Structure as per bill of quantity**
- 4. Painting Steel Sliding Gate as per bill of quantity**

**B. BILL OF QUANTITY
ATTACHED**

C. DRAWINGS

LOT 1 : DISTEL PUMPSTATION BOQ

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Preliminaries and General				
1.1	(Fixed Obligations, time-related obligations, Site Establishment)	l/sum	1		
2	Foundation works				
2.1	Trench excavations	m ³	21		
2.2	Compaction to bottom of trenches	m ²	25		
2.3	25 Mpa Concrete Strip footing	m ³	7		
2.4	Brickwork of 7MPa Super bricks in class II Mortar	m ²	25		
2.5	Brick force 150mm	m	82		
3	Wall Structure				
3.1	Brickwork of 7MPa Super bricks in class II Mortar	m ²	82		
3.2	Brickforce 150mm	m	164		
3.3	Internal & External Plaster	m ²	164		
3.4	Internal & External Paint (Primer & 1st Coat)	m ²	164		

3.5	110mm uPVC Stormwater Pipes	m	3	
4	Painted Steel Sliding Gate			
	50X50X3 SHS Frame with 3mm steel plate, with a 50x50x3 support frame with rollers fixed to column. Gate wheels to run on 12mm round bar welded to angle iron and supported by a 200x200 25Mpa Concrete beam (Refer to drawing) <i>Painting with maroon paint</i>	l/sum	1	
				Subtotal
				Vat@15%
				Total

LOT 2 : MEATCO PUMPSTATION BOQ

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Preliminaries and General				
1.1	(Fixed Obligations, time-related obligations, Site Establishment)	l/sum	1		
2	Foundation works				
2.1	Trench excavations	m ³	39		
2.2	Compaction to bottom of trenches	m ²	46		
2.3	25 Mpa Concrete Strip footing	m ³	12		

2.4	Brickwork of 7MPa Super bricks in class II Mortar	m ²	46	
2.5	Brick force 150mm	m	151	
3 Wall Structure				
3.1	Brickwork of 7MPa Super bricks in class II Mortar	m ²	151	
3.2	Brick force 150mm	m	304	
3.3	Internal & External Plaster	m ²	304	
3.4	Internal & External Paint (Primer & 1st Coat)	m ²	304	
3.5	110mm uPVC Stormwater Pipes	m	7	
4 Painted Steel Sliding Gate				
	50X50X3 SHS Frame with 3mm steel plate, with a 50x50x3 support frame with rollers fixed to column. Gate wheels to run on 12mm round bar welded to angle iron and supported by a 200x200 25Mpa Concrete beam (Refer to drawing) <i>Painting with maroon paint</i>	l/sum	1	
Subtotal				
Vat@15%				
Total				

Enter 0% VAT rate if VAT exempt.

VAT @	%	
Total		

SECTION V: PRICED ACTIVITY SCHEDULE SUMMARY**RE: CONSTRUCTION OF FENCING OFF DISTEL PUMP STATION AND MEATCO PUMP STATION WITH BRICKWORK OF 7MPA SUPER BRICKS IN CLASS II MOTAR FOR OSHAKATI TOWN COUNCIL PROCUREMENT REFERENCE NO:**

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.

LOT:1 DISTEL

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit (N\$)	Price	Total (N\$)	Price
<u>A*</u>	<u>B*</u>	<u>C*</u>	<u>D*</u>	<u>E</u>		<u>F</u>	
1.	PRELIMINARIES AND GENERAL as per bill of quantity	1					
2.	FOUNDATION WORK as per bill of quantity	1					
3.	WALL STRUCTURE as per bill of quantity	1					
4.	PAINTED STEEL GATE with Maroon paint as per bill of quantity	1					
	Contingencies (3% of Total Cost)						
	15% VAT						
	TOTAL VAT Included						

LOT 2: MEATCO PUMP STATION

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit (N\$)	Price	Total (N\$)	Price
<u>A*</u>	<u>B*</u>	<u>C*</u>	<u>D*</u>	<u>E</u>		<u>F</u>	
1.	PRELIMINARIES AND GENERAL as per bill of quantity	1					
2.	FOUNDATION WORKS as per bill of quantity	76 meters					
3.	WALL STRUCTURE as per bill of quantity	1					
4.	PAINTED Steel sliding gate with maroon paint	1					
	Contingencies (3% of Total Cost)						
	15% VAT						
	TOTAL VAT Included						

Priced Activity Schedule Authorised By:

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

1. If Price quoted is subject to change in rate of exchange at the time of delivery of goods provide details hereunder:

Currency: Exchange Rate:

If no base rate of exchange is given, the price shall be treated as firm in Namibian Dollars for all intent and purpose.

Key notes: **NA**=NOT APPLICABLE, **NQ**=NO QUOTE

NB: PLEASE COMPLETE BILL OF QUANTITY NON-COMPLETION WOULD LEAD TO BIDDER DISQUALIFICATION

SECTION VI: 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	PRELIMINARIES AND GENERAL as per bill of quantity		
2	FOUDATION WORKS as per bill of quantity		
3	WALL STRUCTURE as per bill of quantity		
4	PAINTED STEEL SLIDING GATE with Maroon paint as per bill of quantity		

*

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 VII: 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 works (Ref. **W/RFQ-GCC**) available on the website of the Public Entity www.oshtc.na

SECTION VIII: 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 were modified by the Special Conditions below.

SECTION IX SPECIAL CONDITIONS OF CONTRACTProcurement Reference Number: **W/RFQ/OSHTC-11/2024/2025**

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
GCC 1.1 (t)	A communication issued by the authorized person of either party, on the party's formal letter head, to the other part or any agent. Accepted forms of communication is: delivered hard copy or delivered by electronic mail
GCC 1.1 (v)	The Intended Completion Date for the whole of the Works shall be Two (2) months (Excluding Public holidays and special non-working days) after the Start Date.
GCC 1.1 (y)	The Project Manager is: Mrs. Hilja MT. Munenguni/Mr. Amandus Uugwanga or Anyone appointed by the Employer and notified to the Contractor.
Site GCC 1.1(aa)	The Site is in Oshakati Town in Ekuku
Start Date GCC 1.1(dd)	The Start Date shall be: Three (3) days after receiving purchase order from Procurement Management Unit
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 as defined.
GCC 2.3(i)	The following documents also form part of the Contract: <ul style="list-style-type: none"> (a) Completed Schedules. (b) Addenda and clarifications. (c) Minutes of Pre-Award Meeting. (d) The submitted Bid Document. Completed Price Schedule /Bill of Quantities.

GCC Clause Reference	Special Conditions
Language and Law GCC 3.1	<p>The language of the contract is English.</p> <p>The law that applies to the Contract is the law of Namibia.</p>
Project Manager's Decisions 4.1	<p>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.</p> <p>This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.</p>
Delegation GCC 5.1	<p>The Project Manager may delegate his/her duties.</p>
Notices GCC 6	<p>Any notice shall be sent to the following addresses:</p> <p>Oshakati Town Council, Procurement Management Unit Sam Nuuyoma Drive, Private Bag 5530 Oshakati Anna-Liisa Korea Head of Procurement +264 65 229500/535/536 akorea@oshtc.na/procurementunit@oshtc.na</p> <p>or</p> <p>Mrs. Hilja MT. Munenguni/ Amandus Uugwanga +264 65 229600/604/606</p> <p>For the Service Provider the address and contact name shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p>
Insurance GCC 13.1	<p>The Contractor to ensure provision of insurance for the following:</p> <ul style="list-style-type: none"> (a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc...) (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. (d) for personal injury or death:

GCC Clause Reference	Special Conditions
	<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 a</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: INSURANCE IS OPTIONAL IF REQUIRED.</p>
<p>Site Data GCC 14.1</p>	<p>The site Data shall be: Available to successful bidder.</p>
<p>Possession of the Site GCC 20.1</p>	<p>The Site Possession Date shall be: Five (5) days after receiving Appointment Letter/ Purchase Order from Procurement Management Unit</p>
<p>GCC 23.1 & GCC 23.2</p>	<p>Appointing Authority for the Adjudicator: No Adjudicator shall be appointed for this Contract.</p>
<p>GCC 24.</p>	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the Employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p>commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p>

GCC Clause Reference	Special Conditions
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Not applicable.
GCC 24.4	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with the Arbitration Act, 1965 (Act 42 of 1965) of which an Arbitrator shall be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by the Law Society of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties.
TIME CONTROL	
Program GCC 25.1	The Contractor shall submit Program of Works during bid submission and The Contractor shall revised submit for approval a Program for the Works within five (5) day from the date of the receiving of purchase order. The program shall be submitted as one paper copy and one editable electronic file in MS projects.
GCC 25.3	Program updates shall be required.
GCC 27	Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Project Manager has specifically authorised in writing, prior to the execution thereof, that costs for such overtime are to borne by the Employer.
GCC 29	<p>Meetings related to the progress of the works will be held at regular intervals (every week) and at such other times as may be necessary, attended by the following:</p> <ol style="list-style-type: none"> 1. the Project Manager 2. the Contractor 3. the Employer 4. other agents as might be required <p>The Project Manager shall record the minutes of the meetings and distribute them to all affected parties.</p> <p>Separate meetings to deal with technical matters shall be held at the instance of the Project Manager or the Contractor.</p>
GCC 30	In order to mitigate risk, the Employer and Contractor require open and effective communication and co-operation to deal with events, circumstances or factors which may adversely affect the works or the

GCC Clause Reference	Special Conditions
	<p>progress thereof, including events, circumstances or factors which may delay the execution of the works (Early Warning Event)</p> <p>With a view to facilitating the Early Warning, the contractor shall give written notice to the Project Manager.</p> <p>In such notice the contractor shall provide:</p> <p>(a) Particulars of Early Warning Event and the potential adverse effects</p> <p>(b) Proposals for steps to be taken to mitigate the potential adverse effects thereof</p>
QUALITY CONTROL	
<p>Defects Liability Period GCC 33.1</p>	<p>The defects liability Period is: 6 months.</p> <p>the contractor shall give a notice to the project manager whenever any materials, plant or work is ready for inspection, and before it is to be covered up, put out of sight, or packaged for storage or transport. the employer's personnel shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or the project manager shall promptly give a notice to the contractor that the employer's personnel do not require to do so.</p> <p>if the contractor fails to give a notice in accordance with this sub-clause, the contractor shall, if and when required by the project manager, uncover the work and thereafter reinstate and make good, all at the contractor's risk and cost</p>
COST CONTROL	
GCC 35	The Bill of Quantities is based on an admeasurement Contract and subject to re-measurement throughout the construction period and up to the end of the Intended Completion Date.
Payment Certificates GCC 39.7	Payment shall be made once off after all work is completed
Payments GCC 40	<p>The payment shall be paid on progress within 30 days of receipt by the Employer of an invoice, supported by:</p> <p>(a) the payment certificate; and</p> <p>(b) progress report of the Works.</p>
Adverse weather Conditions GCC 41.1 (I)	Weather conditions not reasonably foreseeable by an experienced contractor by the date for submission of Bid which has material

GCC Clause Reference	Special Conditions
	impact on the progress of the project N/A
Price Adjustment GCC 44.	The Contract is Not subject to price adjustment.
Retention GCC 45.	(i) No portion of any payments shall be retained*
Liquidated Damages GCC 46.1	<p>The liquidated damages for the whole of the Works shall be 0.5% per day of the Contract Price up to the maximum.</p> <p>The maximum number of liquidated damages for the whole of the Works shall be 10% of the Contract Price.</p>
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) No Performance Security is required.
FINISHING THE CONTRACT	
GCC 56.1	<p>“As built” drawings or operating and maintenance manuals <i>are</i> required.</p> <p>N/A</p>
GCC 56.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required in GCC 56.1 is five percent (5%) of the final payment. Not Applicable
GCC 57.2 (G)	The maximum number of days is sixty (60) calendar days.
GCC 59.1	The percentage to apply to the value of the work not completed, representing the employer’s additional cost for completing the works, is 5%
GCC 60	The Parties record and agree that this Agreement shall be governed, construed and interpreted in accordance with the laws of the Republic of Namibia.

CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____ between **OSHAKATI TOWN COUNCIL** (hereinafter “**the Employer**”), of the one part, and

.....
hereinafter “**the Contractor**”), of the other part:

WHEREAS the Employer desires that the Works known as **Construction of fencing off Distel Pump station and Meatco Pump station with Brickwork of 7MPa Super bricks in class II MORTAL wall for OSHAKATI TOWN COUNCIL PROCUREMENT REFERENCE NO: W/RFQ/OSHTC-11/2024/2025** 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

DESCRIPTION: CONSTRUCTION OF FENCING OFF DISTEL PUMP STATION AND MEATCO PUMP STATION WITH BRICKWORKS OF 7MPA SUPER BRICKS IN CLASS II MORTAL WALL FOR OSHAKATI TOWN COUNCIL,

PROCUREMENT REFERENCE NO: W/RFQ/OSHTC-11/2024/2025

DELIVERY ADDRESS FOR:

**Oshakati Town Council
906 Sam Nuyoma Road
Private Bag 5530
Oshakati
Tel:065-229500**

CLOSING TIME AND DATE: Friday, 26 February 2025 @ 12h00

FROM:

COMPANYNAME: _____

CONTACT NUMBER _____

P. O. BOX: _____

CONTACT PERSON: _____

EMAIL: _____