



KHOMAS REGIONAL COUNCIL

REQUEST FOR SEALED QUOTATIONS: WORKS

SUPPLY AND LAYING OF INTERLOCKS PHASE 2 AT ANDIMBA TOIVO YA TOIVO REGIONAL MAINTENANCE OFFICE – WINDHOEK.

Bidder Name	
E-mail Address	
Contact	
Bid Amount (VAT EXCLUDED)	
Bid Amount (VAT INCLUDED)	
CLOSING DATE OF BIDS	02 March 2023 @ 12h00

DOCUMENT CLEARLY MARKED WITH THE PROCUREMENT REFERENCE NUMBER MUST BE DEPOSITED IN THE BID BOX AT THE KHOMAS REGIONAL COUNCIL.

Procurement Reference No: W/RFQ/KRC/DWM-003/37/2022-2023



REPUBLIC OF NAMIBIA

KHOMAS REGIONAL COUNCIL

Tel No. (061) 2084210
Fax: (061) 230 400

Khomas Regional Council
P. O.Box 3379
WINDHOEK

16 February 2023

Letter of Invitation

TO: Prospective Bidders

Procurement Reference No: W/RFQ/KRC/DWM-003/37/2022-2023

Dear Sirs/Madam

SUBJECT: SUPPLY AND OF INTERLOCKS PHASE 2 - AT ANDIMBA TOIVO YA TOIVO, MAINTENANCE REGIONAL OFFICE.

The Khomas Regional Council invites you to submit your best quote for the works described in detail hereunder.

Any resulting contract shall be subject to the terms and conditions referred to in this document.

Technical Queries, if any, should be addressed to Mr. DN Andreas @ 061-2924380 at Khomas Regional Council or Mr W. Haoseb @ 061 - 2084215 at Andimba Toivo ya Toivo Regional Maintenance Office or by Email at dandreas@khomasrc.gov.na

Please prepare and submit your bid in accordance with the instructions given or inform the undersigned.

Yours faithfully,

Mrs. H. Katjivena
Head of Procurement Management Unit
KHOMAS REGIONAL COUNCIL

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The *Khomas Regional 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. Preparation of Quotations

You are requested to quote for the works mentioned in Section III, by completing, signing on every page 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.

3. Validity of Quotations

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

4. Eligibility Criteria

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

- (a) have a valid company Registration Certificate;
- (b) have a valid good Standing Tax Certificate or certified copy
- (c) have a valid good Standing Social Security Certificate or certified copy
- (d) have a valid certified copy of the Affirmative Action Compliance Certificate, 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;
- (e) Submit signed Bid-securing Declaration.
- (f) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant with the relevant laws, Remuneration Order, and Award, where applicable, and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof
- (h) Bidders attach Qualification for a Brick layer, a national Diploma in Civil Level 3 from NQA accredited institutions.

5. Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be two (2) months after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted maybe considered if such deviation is reasonable.

7. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Khomas Regional Council with the Bidder's name at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at **Khomas Regional Council 6688 Pullmann Street, Opposite Rhino Park**, not later than **2nd March 2023** by **12h00**. Late quotations will be rejected. Quotations received by e-mail will not be considered.

9. Opening of Quotations

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

10. Evaluation of Quotations

Khomas Regional 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 evaluated cost, similar experience and possession of plant and equipment to determine the suitable lowest evaluated quotation. The lowest evaluated bid shall be determined using the budgeted amount of this procurement.

11. 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. Bidders shall include the information and documents listed hereunder with their bids.

12. 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.

13. Margin of Preference

None

14. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

15. Notification of Award and Debriefing

The **Khomas Regional 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 and post a notice of award on its website within 7 days.

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

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 [forfeiture of the security amount / disqualification on the grounds mentioned in the BDS]

The validity period of our Quotation is ninety days [90] days from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the quotation validity.

Works will commence within two weeks [14] days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within two months [60] days from date of issue of Purchase Order/ Letter of acceptance.

Quotation Authorised by:

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

Appendix to Quotation Letter

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

Date:

Procurement Ref No.:

To: Khomas Regional Council Head Office
6688 Pullmann Street
Opposite Rhino Park
P.O Box 3379, Windhoek
Tel: +264 61 2924444
Fax: 061 – 220 317
Email: pr@komasrc.gov.na

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:

.....

[insert signature of person whose name and capacity are shown]

Capacity of:

Name:

.....

[insert complete name of person signing the Bid Securing Declaration]

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

Dated on _____ day of _____

Corporate Seal (where appropriate)

[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

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description:

.....

.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I owner/representative

of

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:.....

SECTION III: STATEMENT OF REQUIREMENTS

The successful bidder's priced bill of quantity shall be fixed and shall be measured as executed upon completion of work and paid for in accordance to the prices in this bill of quantity. All goods and materials to be incorporated in the Works be new, unused, of the most recent and of the current models. The contingencies in this project shall be used only for unforeseen works, if not used, the amount shall be deducted from the total project sum.

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

1. Road Bed Preparation

- 1.1 Compaction of the ground surface under paving including scarifying for a depth of 150mm, breaking down over size material, adding suitable material were necessary and compacting to 93% Mod AASHTO density.

2. Soil poisoning

- 2.1 Apply soil insecticide under road, paving.

3. Interlocking paving and stones type SF 35MPa laid on and including 20mm clean sand bed to falls and currents, including all cutting and waste.

- 3.1 60mm interlocking road stones in paving to roads, paving etc

4. Precast concrete road kerbs and channels finished smooth on exposed surfaces laid on and in including 400×100mm unreinforced mass concrete continuous bedding with haunchings behind each joint including excavation, backfilling, etc

- 4.1. Barrier road kerb size 300×150mm high.

5. Earth filing supplied by the Contractor.

- 5.1 Selected sub- grade course of G9 material under roads, paving, etc of approved granular material compacted to 90% Mod AASHTO density.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/KRC/DWM-003/37/2022-2023**

The Bidder to complete the unit price and total prices for each item listed below. Authorise the prices quoted in the signature block below.

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

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
1.	ROAD BED PREPARATION 1.1 Compaction of the ground surface under paving including scarifying for a depth of 150mm, breaking down over size material, adding suitable material were necessary and compacting to 93% Mod AASHTO density.	1200	M ²		
2.	SOIL POISONING 2.1 Apply soil insecticide under road, paving	1200	M ²		
	2.2 Weed killer under roads, pavings etc.	1200	M ²		
3.	INTERLOCKING PAVING AND STONES TYPE SF 35MPA LAID ON AND INCLUDING 20MM CLEAN SAND BED TO FALLS AND CURRENTS, INCLUDING ALL CUTTING AND WASTE. 3.1 60mm interlocking road stones and in paving to roads, paving etc	1200	M ²		
4.	PRECAST CONCRETE ROAD KERBS AND CHANNELS FINISHED SMOOTH ON EXPOSED SURFACES LAID ON AND IN INCLUDING 400×100MM UNREINFORCED MASS CONCRETE CONTINUOUS BEDDING WITH HAUNCHINGS BEHIND EACH JOINT INCLUDING EXCAVATION, BACKFILLING, ETC	44	mm		

	4.1. Barrier road kerb size 300×150mm high.				
5.	EARTH FILLINGSUPPLIED BY THE CONTRACTOR 1.1.Selected sub- grade course of G9 material under roads, paving, etc of approved granular material compacted to 90% Mod AASHTO density.	27	M3		
				Subtotal	
				Contingencies 10%	
				Subtotal	
Enter 0% VAT rate if VAT exempt.				VAT @ 15%	
				Total	

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: **W/RFQ/KRC/DWM-003/37/2022-2023**

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
	See above scope of works and requirements		
1			
2			
3			
4			

* 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 www.khomasrc.gov.na 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

GCC Clause Reference	Special Conditions
Employer GCC 1.1(r)	Khomas Regional Council
Intended Completion Date GCC	The intended completion date is: 4 weeks after award of contract
Project Manager GCC 1.1(y)	The Project Manager is: Mr. Kamundu and Mr. W. Haoseb
Site GCC 1.1(aa)	The Site is located at Andimba Toivo Ya Toivo Maintenance Regional Office
Start Date GCC 1.1(dd)	The Start Date shall be: Five (5) Days after site handover
The Works GCC 1.1(hh)	The Works consist of: Supply and Laying of interlocks
Interpretation GCC 2.2	The project will be completed in the following sections: _Once off completion upon acceptance of purchase order
Interpretation GCC2.3	The following additional documents shall form part of the contract: __None
Language and Law GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager may delegate his/her duties.
Notices GCC 6	Any notice shall be sent to the following addresses:

GCC Clause Reference	Special Conditions
	<p>For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be __Mrs. H. Katjivena: Head of Procurement Management Unit; Khomas Regional Council</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> <p>.....</p>
<p>Insurance GCC 13.1</p>	<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: (b) for loss or damage to Equipment: (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor’s employees: (ii) of other people: (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable. <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>Site Date GCC 14.1</p>	<p>The site Date shall be: established after site hand over</p>
<p>Possession of the Site GCC 20.1</p>	<p>The Site Possession Date shall be: within the five days after acceptance and issuing of purchase order of project award</p>
<p>Procedure for Disputes GCC 24</p>	<p>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.</p>

GCC Clause Reference	Special Conditions
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within five (5) days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates shall be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: Six (6) Month after completion of project.
Payment Certificates GCC 39.7	Complete statement of the estimated value of the work executed shall be submitted on completion of the Works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor”.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the Payment Certificate Voucher; and (b) A Certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)	Heavy rains
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	(i) 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.
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are 0.10 percent per day.
Advance Payment GCC 48.1	No advance payment shall be made
GCC 56.1	“As built” drawings or operating and maintenance manuals are not required.
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is: 10%

SCHEDULE 1:

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No: W/RFQ/KRC/DWM-003/37/2022-2023

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules (own quotation can be attached)		
Specification and Compliance Sheet		
Company Registration/ Founding statement		
Valid Tax certificate of good standing or certified copy		
Valid certificate of good standing certified copy of Social Security		
Valid Certified copy of 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, of 1998		

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.