

Procurement Management Unit

O b -11 - 2024

P.O. Box 3379 Windhoek
Tel: 061-292 4444
Fox: 064-239-347

KHOMAS REGIONAL COUNCIL

REQUEST FOR SEALED QUOTATIONS: WORKS

Procurement Reference No: W/RFQ/KRC-10/2024/2025

Renovation of Ablution Block Imanuel Shifindi Senior Secondary School, Katutura East Constituency

BIDDER NAME:	
CONTACT DETAILS	jų
CONTACT DETAILS	
BIDDER AMOUNT	
(VAT EXCLUSIVE):	
BIDDER AMOUNT	
(VAT INCLUSIVE):	
CLOSING DATE OF	22 November 2024, at 12h00
BIDS:	

DOCUMENTS CLEARLY MARKED WITH THE PROCUREMENT REFERENCE NUMBERMUST BE DEPOSITED IN THE BID BOX AT KHOMAS REGIONAL COUNCIL.



KHOMAS REGIONAL COUNCIL

Tel. No. (061) 292 4400 Fax No. (061) 220317

Pullman Street No. 6688 P. O. Box 3379 WINDHOEK

Letter of Invitation

SUBJECT: RENOVATION OF ABLUTION BLOCK IMANUEL SHIFINDI **SECONDARY** SCHOOL, **SENIOR KATUTURA EAST CONSTITUENCY**

The Khomas Regional Council invites you to submit your best bid for the works described in detail here attached. Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries if any, should be addressed to Mr P.T.N Amalwa at Tel: 061 292 4399 or email at krc.pmu@khomasrc.gov.na

Please prepare and submit your bid in accordance with the instructions given or inform the undersigned if you will not be submitting a bid.

Yours faithfully,

Mr. PTN Amalwa:

Head of Procurement Management Unit

Procurement Management Unit

Khomas Regional Council

P.O. Box 3379 Windhoek Tel: 061-292 4444

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Khomas Regional Council reserves the right:

(a) to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

2. 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.

3. Validity of Quotations

The quotation validity period shall be 30 days from the date of bid submission deadline.

4. Eligibility Criteria

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

- (a) Have a certified copy of a company Registration Certificate; (in case of limited companies, copy of article of association) clearly indicating the particulars of the shareholders and member's Identity Documents (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);
- (b)have an original valid good Standing Tax Certificate; (Valid on the date of bid closure)
- (c) have an original valid good Standing Social Security Certificate; (Valid on the date of bid closure)
- (d)have a 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, 1998;
- (e) Submit a 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 to 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.

ADDITIONAL REQUIREMENTS

i. Bidders attach Qualification for a Bricklayer, a national Diploma in Civil Level 3 from NQA accredited institutions (Qualification obtained from foreign institution, NQA evaluation report must be attached)

- ii. Bidders attach Qualification for an Electrician, a national Diploma in Electrical Level 3 from NQA an accredited institution. (Qualification obtained from foreign institution, NOA evaluation report must be attached)
- iii. Bidders attach Qualification for a Plumber, a national Diploma in plumbing Level 3 from NQA, an accredited institution. (Qualification obtained from foreign institution, NQA evaluation report must be attached)
- iv. Must have at least Three (3) years of experience in construction work (Attach practical completion certificates or reference letters for similar projects)
- v. Bidders should attach a program of work in the form of a Ghant Chart
- vi. All pages of the bid document must be initiated and bid document must be duly completed

Conflict of Interest

A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they

- (a) They have a controlling partner in common; or
- (b) They receive or have received any direct or indirect subsidy from any of them; or
- (c) They have the same legal representative for purposes of this bid; or
- (d) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder, or influence the decisions of the Procuring Agent regarding this bidding process; or
- (e) A bidder participates in more than one bid in this bidding process. Participation by a bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid: or
- (f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid. have a controlling partner in common; or they receive or have received any direct or indirect subsidy from any of them; or they have the same representative for purposes of this bid.

5. Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be one month after acceptance and issue of Purchase Order. Deviation in completion period shall be 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 Public Entity 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, Pullman Street No 6688, Windhoek North, not later than **22 November 2024, at 12h00.** Quotations by post or hand delivered should reach Khomas Regional Council, Pullman Street

No 6688, and Windhoek North by the same date and time at latest. 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 posted on the website of the Khomas Regional Council and available to any bidder on request within three working days of the Opening.

10. Evaluation of Quotations

The 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, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

NB: Only bidders that quoted between the range of 0% above and 10% below the estimated value of the procurement as validated by the financial certificate are eligible for awards!

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.

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

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

Not applicable for this procurement

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/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

15. Notification of Award and Debriefing

The Public Entity shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within 7 days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award.

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	Khomas Regional Council	
Procurement Reference Number:	W/RFQ/KRC-10/2024/2025	
Subject matter of Procurement:		
We offer to execute the Works determs and conditions stated in you		quirements, in accordance with the ons referenced above.
We confirm that we are eligible to criteria specified in Section 1: Inst		on exercise and meet the eligibility
We undertake to abide by the Co Procurement Act during the procur	**	liers as provided under the Public ation of any resulting contract.
	ns and conditions contained the	Securing Declaration (BSD) attached erein. We further understand that this in the BDS]
The validity period of our Quotati deadline.	ion is days fi	rom the date of the bid submission
	•	lule are fixed and firm and will not act prior to the expiry date of the
Works will commence withinAcceptance.	days from date or	f issue of Purchase Order/ Letter of
Works will be completed within _ acceptance.	days from date o	f issue of Purchase Order/ Letter of
Quotation Authorised by:		
Name of Bidder	Company's	Address and seal
Contact Person		
Name of Person Authorising the	Quotation: Position:	Signature:

Phone No./E-mail

Date

BID SECURING DECLARATION

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

Date:		
Procurement Ref No.: W/RFQ/KRC-10/2024/2025		
To: Khomas Regional Council Pullman Street 6688 Windhoek North Windhoek 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:		
[indicate legal capacity of person(s) signing the Bid Securing Declaration]		
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		
[insert date of signing]		
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.]		

*delete if not applicable / appropriate



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
Pr	ocurement Reference No.:
Pr	ocurement 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

The renovation of toilet blocks at Immanuel Shifindi Secondary School in Katutura East Constituency aims to enhance functionality, hygiene, and overall user experience. The scope includes a series of works as detailed below.

1. Alteration and Addition:

- Assess existing structures and design requirements.
- Execute structural alterations to accommodate new layouts.
- Additions as required to meet capacity and accessibility standards.

2. Wall Chopping and Removal of Galvanized Pipes:

- Carefully chop existing walls to access and remove old, galvanized pipes.
- Ensure minimal disruption to surrounding structures during removal.

3. Ironmongery:

- Supply and install necessary ironmongery items, including door hardware, locks, and hinges.
- Ensure compliance with safety and accessibility standards.

4. Metalwork:

- Fabricate and install metalwork components, including frames and supports as required.
- Ensure all metalwork is treated to prevent corrosion.

5. Plumbing and Drainage:

- Replace old plumbing fixtures with new installations, including toilets, sinks, and faucets.
- Ensure proper drainage systems are installed and functional.

6. Plastering:

- Prepare and plaster walls to ensure smooth finishes.
- Address any structural imperfections to meet aesthetic standards.

7. Tiling:

- Supply and install tiles for flooring and walls as specified.
- Ensure tiles are laid properly to prevent water accumulation and facilitate cleaning.

8. Painting:

- Prepare surfaces for painting, including priming as necessary.
- Apply high-quality, moisture-resistant paint to all designated areas.

9. Electrical Work:

- Assess existing electrical systems and upgrade as necessary.
- Install new fixtures, including lighting ensuring compliance with safety regulations.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: W/RFQ/KRC-10/2024/2025

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F

REFER TO ATTACHED BILL OF QUANTITIES

Enter 0% VAT rate if VAT exempt.

Subtotal	
VAT @ %	
Total	

^{*}Columns A to D to be completed as applicable by the Public Entity

Priced Activity Schedule Authorised By:

Name:			Signat	ure:	
Position:			Date:		
Authorised	for and on behalf of:	Company			

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: W/RFQ/KRC-10/2024/2025

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^*	<i>B</i> *	C	D
1	Renovation of Ablution blocks at Immanuel Shifidi SSS		

^{*} Columns A and B to be completed by Public Entity.

Specifications and Compliance Sheet Authorised By:

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

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. **W/RFQ-GCC**) available on the website of the Public Entity (*insert website address*) except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: W/RFQ/KRC-10/2024/2025

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)	Khomas Regional Council
Intended Completion Date GCC	The intended completion date is: March 2025 Based on the nature of work, the Bidders are encouraged to complete at least within 12 weeks after the acceptance of award.
Project Manager GCC 1.1(y)	The Project Manager is: David Andreas Deputy Director: Technical Services
Site GCC 1.1(aa)	Immanuel Shifidi SSS
Start Date GCC 1.1(dd)	The Start Date shall be: December 2024
The Works GCC 1.1(hh)	The Works consist of: Renovation of Ablution blocks at Immanuel Shifidi SSS
Interpretation GCC 2.2	The following additional documents shall form part of the contract
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 ma y delegate his duties.
Notices	Any notice shall be sent to the following addresses: Khomas Regional Council

GCC Clause Reference	Special Conditions
GCC 6	Pullman Street 6688 Windhoek North Windhoek Bidding Document 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
Insurance GCC 13.1	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:
	(a) for the Works, Plant and Materials: The Contractor shall take adequate insurance cover for its works, plant and materials for any claim arising in the execution of the works
	(b) for loss or damage to Equipment: The Contractor shall take adequate insurance cover for loss or damage to the equipment
	for personal injury or death: 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.
	(d) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.
	(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.
	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.
Site Date GCC 14.1	The contractor shall be deemed to have examined any Site Data supplemented by any information available to the Contractor.
Possession of the Site GCC 20.1	The Site Possession Date shall be: Within seven (7) days of accepting off Purchase Order and/Award Letter
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.

GCC Clause Reference	Special Conditions		
GCC 25.3	Program updates shall be required.		
Defects Liability Period GCC 33.1	The Defects Liability Period is: 3 months		
Payment Certificates GCC 39.7	"A single 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; and (b) a certificate of Completion of the Works.		
Adverse weather Conditions GCC 41.1 (l)	 (a) Reason of any exceptionally adverse weather conditions such as heavy rains, storms, floods, etc. (b) Reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the works. 		
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.		
Retention GCC 45.	5% of the contract amount		
Advance Payment GCC 47	(i) No advance payment shall be made*		
GCC 48	"As built" drawings or operating and maintenance manuals are not required.		

Contract Agreement

THIS AGREEMENT made on the day of , between Khomas Regional Council (hereinafter "the Employer"), of the one part, and				
	(hereina			
fter "the	e Contractor"), of the other part:			
Shifind	EAS the Employer desires that the Works known as Renovation of ablution block at Immanuel i SSS in Katutura East Constituency should be executed by the Contractor, and has accepted a Bid Contractor for the execution and completion of these Works and the remedying of any defects therein,			
The Em	ployer and the Contractor agree as follows:			
	In this Agreement words and expressions shall have the same meanings as are respectively d to them in the Contract documents referred to.			
	The following documents shall be deemed to form and be read and construed as part of this tent. This Agreement shall prevail over all other Contract documents.			
((a) the Notification of award (b) the Bid (c) the Addenda Nos			
this Agr	In consideration of the payments to be made by the Employer to the Contractor as indicated in reement, the Contractor hereby covenants with the Employer to execute the Works and to remedy therein in conformity in all respects with the provisions of the Contract.			
complet	The Employer hereby covenants to pay the Contractor in consideration of the execution and tion of the Works and the remedying of defects therein, the Contract Price or such other sum as come payable under the provisions of the Contract at the times and in the manner prescribed by tract.			
	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.			
Signe	ed by: Signed by:			
f	for and on behalf of the Employer for and on behalf the Contractor			
.	in the in the			
presei	nce of: presence of:			

Witness, Name, Signature, Address, Date

Witness, Name, Signature, Address, Date

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ/KRC-10/2024/2025

Description	Attached	Not Attached
Quotation letter		
Bid Securing Declaration		
Valid Company Registration Certificate		
Valid Good Standing Tax Certificate		
Certified copy of Good Standing Social Security Certificate		
Certify 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, 1998		
An undertaking on the part of the bidder that the salaries and wage payable to its personnel in respect of this proposal are compliant to the relevant laws, renumeration Order Signed written undertaking as contemplated in Section 138 (2) of the Labour Act, 2007		
Priced Activity Schedules		
Specification and Compliance Sheet		

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 thatit has submitted all the documents that have been requested and are needed for its submission