

KHOMAS REGIONAL COUNCIL

REQUEST FOR SEALED QUOTATIONS: WORKS

**SUPPLY AND LAYING OF INTERLOCKS AT ANDIMBA TOIVO YA TOIVO
REGIONAL MAINTENANCE OFFICE, WINDHOEK, PHASE 3**

BIDDER NAME	
ADDRESS	
TEL NUMBER	
BID AMOUNT (VAT EXCLUSIVE)	
BID AMOUNT (VAT INCLUSIVE)	
CLOSING DATE	29 NOVEMBER 2024 @ 12H00

Procurement Reference No: W/RFQ/KRC/DWM-01/2024-2025



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: SUPPLY AND LAYING OF INTERLOCKS AT ANDIMBA TOIVO YA TOIVO REGIONAL MAINTENANCE OFFICE, WINDHOEK, PHASE 3

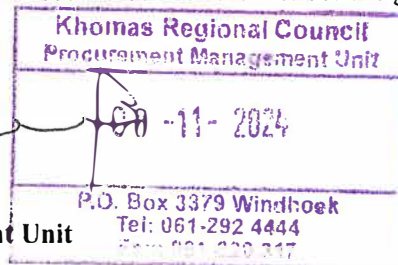
The Khomas Regional Council invites you to submit your best bid for the works described in detail here attached. Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries if any, should be addressed to Mr W. Haoseb @ 061 - 2084215 at Andimba Toivo ya Toivo Regional Maintenance Office 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



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 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 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)
- 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

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 **29 November October 2024 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 Security/Bid Securing Declaration, will be posted on the website of the Khomas Regional Council and available to any bidder on request within seven 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:

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. 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

Not applicable

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 **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. Furthermore, the **Khomas Regional Council** 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:	
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	

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@khomeasrc.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; 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**
- (c) 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.]



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 No.:.....

Procurement Description:
.....
.....

Anticipated Contract Duration:

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

3. UNDERTAKING

I[insert full name], owner/representative
of[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

- 1. A labour inspector may conduct unannounced inspections to assess the level of compliance*
- 2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

SECTION III: STATEMENT OF REQUIREMENTS

SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Scope of Work for the Supply and Laying of Interlocks at Andimba Toivo Ya Toivo Regional Maintenance Office, Windhoek

1. Project Overview

The project involves the supply and installation of interlock paving stones at the Andimba Toivo Ya Toivo Regional Maintenance Office, including all necessary site preparation, compaction, leveling and drainage considerations.

2. Scope of Work-- The contractor shall perform the following land preparations and laying of interlock paver installation services as follows.

2.1 Site Preparation

- **Site Clearance:**
 - Remove rubbish, debris, vegetation, hedges, shrubs, brick/stones and trees with a girth not exceeding 200mm.

2.2 Ground Surface Preparation

- **Compaction:**
 - Scarify the ground surface to a depth of 150mm.
 - Break down oversized materials and add suitable materials as required.
 - Compact the prepared surface to 93% Mod AASHTO density.
 - Earth filling will be supplied by the contractor, also compacted to 93% Mod AASHTO density.

2.3 Waterproof Sheeting Installation

- **Waterproof Sheeting:**
 - Install one layer of approved 250-micron under-surface bed type waterproof sheeting membrane.
 - Seal laps with pressure-sensitive tape to prevent water ingress.

2.4 Kerb and Channel Installation

- **Precast Concrete Kerbs and Channels:**
 - Supply and install precast concrete road kerbs and channels, finished and painted smooth on exposed surfaces.
 - Lay on a continuous bed of 400x100mm unreinforced mass concrete with haunchings behind each joint.
 - Include excavation, backfilling, and finishing as required.

2.5 Barrier Road Kerbs

- **Installation of Barrier Kerbs:**
 - Supply and install barrier road kerbs sized 300x150mm height as specified and paint in black and white.

2.6 Paving Installation

- **Paving Stones:**
 - Supply and lay rectangular paving stones with a compressive strength of 25MPa on a 20mm clean sand bed.
 - Ensure proper alignment and fall to manage water drainage.
 - Include all necessary cutting and disposal of waste materials.
- **Additional Paving:**
 - Supply and lay 55mm plain rectangular paving stones as required in designated areas.

3. Materials and Equipment

- All materials, including interlock paving stones, concrete for kerbs, waterproof sheeting, and clean sand, shall be supplied by the contractor.
- Equipment required for excavation, compaction, and installation shall be provided for by the contractor.

4. Quality Control

- All work must comply with relevant local and national standards.
- The contractor shall ensure that all installations are performed according to specified tolerances and quality benchmarks.

5. Safety and Environmental Considerations

- The contractor must adhere to all safety regulations and guidelines during the execution of the work.
- Proper waste disposal methods must be employed to minimize environmental impact.

6. Timeline

- The project is expected to commence on [December 2024] and be completed by [March 2025]. Regular progress updates shall be provided.

7. Acceptance Criteria

- Final acceptance of work will be based on successful completion of all tasks as outlined, adherence to specifications, and satisfactory quality checks.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/KRC/DWM-01/2024-2025**

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.	1000	M ²		
2.	EARTH FILLING SUPPLIED BY CONTRACTOR COMPACTED TO 93% MOD. AASHO DENSITY. 2.1 Under floors, steps, paving etc	1000	M ²		
3.	ONE LAYER OF APPROVED 250MICRO UNDER SURFACE BED TYPE WATERPROOF SHEETING SEALED AT LAPS WITH PRESSURE SENSITIVE TAPE 3.1 Under surface beds, apron etc	1000	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 4.1. Barrier road kerb size 300×150mm high.	35	M		
5.	SITE CLEARANCE ETC. 5.1 Digging up, removing rubbish, debris, vegetation, hedges, shrubs and tree not exceeding 200mm girth bush, etc	500	M ²		

6.	RECTANGULAR PAVING STONES 25MPA LAID ON AND INCLUDING 20MM CLEAN SAND BED TO FALLS AND CURRENTS, INCLUDING ALL CUTTING AND WASTE.				
	6.1 55mm plain rectangular paving stones in paving to road, paving and etc	1000	M ²		
Enter 0% VAT rate if VAT exempt.				Subtotal	
				Contingencies 10%	
				Subtotal	
				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-01/2024-2025**

(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*	B*	C	D
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	EARTH FILLING SUPPLIED BY CONTRACTOR COMPACTED TO 93% MOD. AASHO DENSITY. Under floors, steps, paving.		
3	ONE LAYER OF APPROVED 250MICRO UNDER SURFACE BED TYPE WATERPROOF SHEETING SEALED AT LAPS WITH PRESSURE SENSITIVE TAPE Under surface beds, apron.		
4	Barrier road kerb size 300×150mm high		
5	Digging up, removing rubbish, debris, vegetation, hedges, shrubs and tree not exceeding 200mm girth bush, etc		
6	55mm plain rectangular paving stones in paving to road, paving and etc		

* 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 Procurement Policy Unit except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ KRC/DWM-01/2024/2025**

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: (2)_Two Month 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 Phase 3
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: N/A
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.

GCC Clause Reference	Special Conditions
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	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be as given on page 2 of this Bidding Document and the contact name shall be Mr. PTN Amalwa: 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 and the contact name shall be _____</p>
Site Date GCC 14.1	The site Date shall be: established after site hand over
Possession of the Site GCC 20.1	The Site Possession Date shall be: within the five days after acceptance and issuing of purchase order of project award
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 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	<p>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”.</p> <p><i>Or:</i></p>

GCC Clause Reference	Special Conditions
	Payment shall be made as per progress of works with payment for materials on site”.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the Payment Certificate Voucher; and (b) A Certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (l)	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-01/2024-2025

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules (own quotation can be attached)		
Specification and Compliance Sheet		
Bid Security (if applicable)		
Company Registration/ Founding statement		
Original and valid Tax certificate of good standing from inland revenue (certified copies are accepted)		
Original and valid certificate of good standing from Social Security Commission (certified copies are accepted)		
Certified copy of Fitness certificate from local Authority within Khomas region or letter from constituency Counsellor.		
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.