



Kavango East Regional Council

Request for Sealed Quotations for Works

PROCUREMENT OF CONSTRUCTION OF SECURITY FENCE AT MARTHIN KANYONDI KINDERGARTEN – FOR THE DIVISION OF GENDER EQUALITY, POVERTY ERADICATION AND SOCIAL WELFARE IN NDIYONA.
PROCUREMENT REFERENCE NUMBER: *W/RFQ/KERC-DOGEPESW-027/03/2023/2024*

Procurement Reference No: *W/RFQ/KERC-DOGEPESW-027/03/2023/2024*

Kavango East Regional Council, Private Bag 2124, Rundu, Tel: 066 266012/32

Fax No: 066 255396

Name of Bidder: _____

Contact Number of Bidder: _____

E-mail Address of Bidder: _____

Authorized Representative: _____

Contract Amount: N\$ _____



**Kavango East Regional Council,
Private Bag 2124, Rundu, Tel: 066-266012/32, Fax: 066-255396**

Letter of Invitation

12 February 2024

Procurement Reference No: W/RFQ/KERC-DOGEPESW-027/03/2023/2024

Dear Sir/Madam,


**SUBJECT: PROCUREMENT OF CONSTRUCTION OF SECURITY FENCE AT
MARTHIN KANYONDI KINDERGARTEN – FOR THE DIVISION OF GENDER
EQUALITY, POVERTY ERADICATION AND SOCIAL WELFARE IN NDIYONA.
PROCUREMENT REFERENCE NUMBER: W/RFQ/KERC-DOGEPESW-027/03/2023/2024**

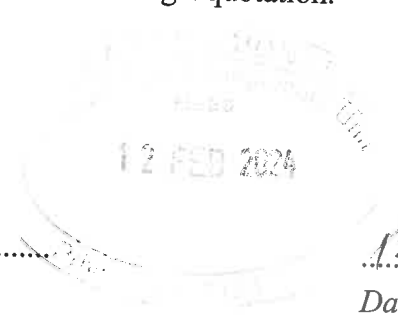
The Procurement Management Unit of the Kavango East Regional Council is hereby invites you to submit your best quote for the works described in detail hereunder.

Queries, if any, should be addressed to **Kamwanga N. Pauline. Tel: 066 – 276184**
(Administrative), Jonas K. Toloshi (Engineer, KERC) Tel: 066 266 000, Kavango East Regional Council.

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,


.....
Mr. Jona M. Kangumbe
Head of Procurement Management Unit


.....
Date

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Kavango East Regional Council reserves the right:

- (a) To split the contract as per the lowest evaluated cost per item, or
- (b) To accept or reject any quotation; and
- (c) 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 items 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/ BOQ in Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) Any other attachment deemed appropriate.

You are advised to carefully read the complete Request for Sealed 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 180 days from date of 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 an original valid Good Standing Tax Certificate;**
 - (c) **Have an original valid or certified valid copy of Good Standing Social Security Certificate;**
 - (d) **Have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that the bidder is not a relevant employer, or certified copy of exemption issued in terms of Section 42 of the Affirmative Act, 1998;**
 - (e) **Have a certified copy of SME Certificate**
 - (f) **Submit a signed Bid Securing Declaration**
 - (g) **Attach at least two (2) certified copies of practical Completion Certificates of the previously related completed works.**
- **NB: if the work was subcontracted, attach the practical completion certificate of the main contractor and a reference/agreement letter from the main contractor that you were subcontracted.**

- If you constructed a private building, a letter from the village council or town council must be attached.

(h) Letter of intent from commercial bank.

(i) Submit work Program indicating duration and deliverable milestones

The following form part of the eligibility criteria:

- Document to be filled completed with black ink
- All pages must be initialled.
- All correction must be initialled.
- No eraser (Tippex) to be used.
- No correction to the original Bill of Quantities is allowed.
- Use of Government envelop will lead to disqualification.

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 three (3) Calendar Months 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 and contact information at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at *Kavango East Regional Council Office number 11* not later than *27 February 2024 at 11h00*. Quotations by post or hand delivered should reach *Kavango East Regional Council Office No: 11*, 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 Public Entity. 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 Public Entity and available to any bidder on request within fourteen (14) calendar days of the Opening.

10. Evaluation of Quotations

The Public Entity 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.

11. Technical Compliance

The Specifications, Performance Requirements and Compliance Sheet details the minimum specifications of the goods/items to be supplied. The specifications have to be met but no credit will be given for exceeding the specifications.

12. Prices and Currency of Payment

Prices shall be fixed in Namibian Dollars. 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 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.

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 Price list 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 works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instruction to Bidders.

We undertake to abide by the Ethical 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 Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to disqualification on the grounds mentioned in the BSD.

The validity period of the Quotation is _____ 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 _____ days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within..... 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./Fax	

Appendix to Quotation Letter

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

Date:[Day|month|year].

Procurement Ref No.: *W/RFQ/KERC-DOGEPESW-027/03/2023/2024*

To: **Kavango East Regional Council**

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 by the terms and conditions outlined 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 the person whose name and capacity are shown]

Capacity of:
[indicate the legal capacity of the person(s) signing the Bid Securing Declaration]

Name:
[insert complete name of the 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

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:

The location where work will be done, goods/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 by such shall lead to the action as stipulated in section 138 of the Labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

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

SECTION III: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

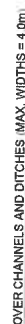
A1. Builders Work- Civil/Structural Refer to Drawings and BOQ

B. DRAWINGS

B1. Builders Work (Civil/Structural)

No part of this drawing must be sealed. All dimensions should be checked before any work on the site commences.

Any dimension that may occur during the construction phase of this drawing must be brought immediately under the attention of the Engineer. All materials and workmanship are to be in accordance with the latest edition of the referenced specification. BMS 1200 and the standards referred to therein must be used in conjunction with the relevant architect's drawings.

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Civil Structural Engineers;

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SECTION IV: PRICED ACTIVITY SCHEDULE/BILLS OF QUANTITY

Procurement Reference Number: *W/RFQ/KERC-DOGEPEW-027/03/2023/2024*

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

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price N\$	Total Price N\$
1.	Excavation in earth not exceeding 1m deep Trenches and holes for fencing	5.12	M ³		
3.	20MPa concrete in edge beam below security fence size 100x200mm high , including all necessary excavation, casing , backfilling	5.12	M ³		
	Security fencing including two coats aluminium paint on all metal stays, framing				
4.	Security fencing 1800mm high vertical with 600mm long 45grade to one side formed of 50mm diameter standards 2500mm long with 600mm overhang cast into and including 300x300x750mm 20MPa concrete base at average 3m centres, four rows of 2.5mm galvanised double strand reverse twist barbed wired tied to standards, post and eye bolts, the 1800 vertical height covered with 50mm galvanised diamond centres to each straining wire	256	M		
6.	Extra over for razor coil to top of security fencing in lieu of four rows of barbed wire	256	M		
7.	50mm diameter inclined stay or vertical post 3m long with one end bent to detail and bolted to post and the other end with sole plate cast in and including 20MPa concrete base size 600x600x600mm	12	NO		
8.	Gate size 1000x1800mm high with 600mm long, 45grade overhang with barbed wire and covered with 50 mm galvanised diamond wire mesh as for fencing and with suitable eye-bolt hinges and 300mm long galvanised dropbolts fixed in position complete.	1	NO		
8.	Double gate size 3000x1800mm high with 600mm long, 45grade overhang with barbed wire and covered with 50 mm galvanised diamond wire mesh as for fencing and with suitable eye-bolt hinges and 300mm long galvanised dropbolts fixed in position complete.	1	NO		
9.	100mm corner post or straining posts 3m high vertically with 600mm long 45 degree overhang with capped end and other end with	18	NO		

	sole plate cast in and including 20MPa concrete base size 450x450x600mm deep				
10.	75mm corner or straining posts 3m high vertically with 60mm long 45 degree overhang with capped end and other end with sole plate cast in and including 20MPa concrete base size 450x450x600mm	75	NO		
		Subtotal			
				Contingencies (10%)	
				Net Construction cost	
				VAT @ 15 %	
				Total	

Priced Activity Schedule Authorised By:

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

Bill of Quantities Notes

1. The quantities in these Bill of Quantities are provisional and shall be measured as executed and paid for according to prices in the Bill of Quantities and any unexpended amounts shall be deducted from the amount of the contract sum.
2. The quantities in these Bill of Quantities are not to be used for ordering materials.
3. The Bill of Quantities form part of and must be read in conjunction with the specifications, which document contains the full description of the works to be done and material and equipment to be used and unless otherwise described in the Bill of Quantities, reference should be made to the specification for the full meaning or description of work to be done and materials and equipment to be used in this service.
4. No alteration, erasure or addition is to be made in the text of the Bill of Quantities.
5. Should any alteration, or erasure be made, it will not be recognized but the original wording of the Bill of Quantities will be adhered to.
6. The priced Bill of Quantities of the successful tenderer will be checked and the Client reserves the right to call for an adjustment to any individual price and to rectify the discrepancy.
7. Variations in the scope and extent of the work included in the Bill shall be allowed to meet the employer's requirements and shall be measured and cost at rates entered in the Bill, where appropriate, and shall form additions to or deductions from the total of the Bill.
8. Any items or variations for which rates have not been included in the Bill of Quantities shall be agreed and priced as non-scheduled items by the provisions of the contract.
9. The rules covering the extent and costing of the variation shall be those provided for in the General Conditions of Contract.
10. Unless a separate rate for the supply and the installation of any item is specifically called for, the supply and installation cost of any item shall be fully included in the unit price.
11. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, waste, patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the conditions of the contract.
12. All fittings and accessories always include the connections thereto.
13. All measurements are nett unless otherwise stated, and Bidders must allow in their rates for wastage.

14. All provisional sums shall be expended as directed by the Engineer and any balance remaining shall be deducted from the amount of the contract sum.

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: *W/RFQ/KERC-DOGEPESW-027/03/2023/2024*

Bidders should complete columns C and D with the specification of the works, services and goods offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature where necessary. Authorise the specification offered in the signature block below.

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
	Please refer to Sections III and IV above		

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 Works - Ref. **W/RFQ-GCC** on the website of the Public Entity www.mof.gov.na/procurement-policy-unit except where modified by the Special Conditions below.

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/KERC-DOGEPESW-027/03/2023/2024**

The clause numbers given in the first column correspond to the relevant clause number of the GCC.

Subject and GCC clause reference	Special Conditions
Employer GCC 1.1 (r)	Kavango East Regional Council
Intended Completion Date GCC	Within three months after signing the contract
Project Manager GCC 1.1 (r)	The Chief Regional Officer
Site GCC 1.1(aa)	Martin Kanyondi Kindergarten. Ndiyona Constituency, Kavango East Region
Start Date GCC 1.1 (dd)	Within 14 days after Letter of Acceptance/Purchase Order
The Works GCC 1.1 (hh)	Completion of work at a model centre for the division of gender equality, poverty eradication and social welfare
Interpretation GCC 2.2	The project will be completed in the following sections: Not Applicable _____
Interpretation GCC 2.3	The following additional documents shall form part of the contract: Not Applicable _____
Language and Law GCC 3.1	The language of the contract is English The law of Namibia applies to the contract
Project Manager's Decision 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.

Subject and GCC clause reference	Special Conditions
<p>Notices GCC 6</p>	<p>Any notice shall be sent to the following addresses: For the Employer, the address shall be as given on page 2 of this Bidding Document and the contact name shall be: Contact: Mr. Jonas M. Kangumbe</p> <p>Kavango East Regional Councils. Private Bag 2124 Maria Mwengere Street, RUNDU Namibia</p> <p>For the Contractor, the address and contact name shall be as given on the first page of the Purchase Order/ Letter of Acceptance and the contact name shall be:</p> <hr/> <hr/> <hr/> <hr/> <hr/>

Subject and GCC clause reference	Special Conditions
Insurance GCC 13.1.	<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: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i> (b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i> (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Public Body as well).</i> (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i> (ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i> (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>
Site Data GCC 14.1	Ndiyona Constituency, Kavango East Region
Possession of the Site GCC 20.1	Within 14 days of Purchase Order/Letter of Acceptance
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 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 disputes 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 Program for the Works within 14 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.

Subject and GCC clause reference	Special Conditions
GCC 25.3	Program updates shall be required
Defects Liability Period GCC 33.1	The Defects Liability Period is: 1 year
Payment Certificates GCC 39.7	Payment shall be made as per progress of works <i>with</i> 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: <ul style="list-style-type: none"> (a) the payment certificate; (b) a certificate of Completion of the Works (c) attach relevant Bills of Quantity executed
Adverse Weather Conditions GCC 41.1 (1)	Raining days
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 0.07 percent of the Contract amount per day. The maximum amount of liquidated damages for the whole of the Works is 10 per cent of the Contract Price .
Advance Payment GCC 48.1	No advance payment shall be made
GCC 56.1	"As built" drawings or operating and maintenance manuals are required
GCC 59.1	The percentage to apply to the value of work not completed, representing the Employer's additional cost for completing the Works is: 10%.

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ/KERC-DOGEPESW-027/03/2023/2024

Description	Attached	Not Attached
Quotation Letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Quotation		
Reference Letter for previous experience		
Certified copy of Company Registration Certificate		
Original valid or certified copy of good Standing Tax Certificate		
Original valid or certified copy of good standing Social Security Certificate		
Valid certified copy of Affirmative Action Compliance Certificate		
Valid SME Certificate		
Signed Bid Securing Declaration		

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 bid 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.