



PROCUREMENT MANAGEMENT UNIT
For the
Oranjemund Town Council

✉ P.O Box 178 – Corner of 8th Avenue & 12th Street, Oranjemund, NAMIBIA – Tel: (+264) 63 233 500
Fax: (+264) 63 233 501 – E-mail: procurement@ormdtc.com.na – Website: www.ornjemund-tc.com

B I D D I N G D O C U M E N T S

Issued on: **01/06/2023**

For

**REPAIRS AND MAINTENANCE OF PLAY GROUND'S/PUBLIC OPEN SPACE'S
EQUIPMENT**

Procurement Reference No: **W/RFQ/ORTC-18/2022/23**

Closing date & Time: **Friday, 09 June 2023 at 15h00**

PARTICULARS OF BIDDER

Business Name:

Postal Address:

Telephone No:

Cell No.:

Fax No.:

Contact Person:

E-Mail Address:

Bid Price:

INFORMATION TO THE BIDDERS:

Bidders shall enclose **One (1) Bidding document** with all necessary supporting documents in a single sealed envelope with the Procurement Reference Number “**W/RFQ/ORTC-18/2022/23**” The inner and outer of the envelope shall bear the Bidder’s name and address, to be deposited in the Bid Box at the Oranjemund Town Council, corner of 8th Avenue and 12th Street, on or before **Friday, 9th June 2023 at 15h00**.

Varonique Forbes
PROCUREMENT MANAGEMENT UNIT



PROCUREMENT MANAGEMENT UNIT
for the
Oranjemund Town Council

01 June 2023

To: (Name of bidder)

.....
.....
.....
.....

Dear Prospective Bidder,

**REPAIRS AND MAINTENANCE OF PLAY GROUND'S/PUBLIC OPEN SPACE'S
EQUIPMENT**

Oranjemund Town Council invites you to submit your quotation for the items described in detail hereunder.

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

Queries, if any, should be addressed to Mr. Vincent Shikukwete and emailed to: vincent.shikukwete@ormdmc.com.na

Please prepare and submit your quotation in accordance with the instructions given.

Compulsory site visit shall be arranged. **Please Contact for more information:** Vincent Shikukwete

Office: +264 63 233 500 , Fax: +264 63 233 501

Yours faithfully,

Varonique Forbes
PROCUREMENT MANAGEMENT UNIT

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Oranjemund Town Council

Oranjemund Town Council reserves the right:

- (a) to split the contract as per the lowest evaluated cost per lot; and
- (b) to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

2. 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.

Validity of Quotations

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

3. Eligibility Criteria

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

- a) have a valid company Registration Certificate (as certified by the Namibian Police)
- b) have an original valid good Standing Tax Certificate; as certified by the Namibian Police)
- c) have an original valid good Standing Social Security Certificate;(as certified by the Namibian Police)
- 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 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; and;
- g) Completed and signed "Section V: List of Price Schedule"
- h) completed and signed Section VI: Specifications And Compliance Sheet"

4. Bid Securing Declaration

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

5. 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 be considered if such deviation is reasonable.

6. Sealing and Marking of Quotations

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

7. Submission of Quotations

The closing date for the quotations is **9th June 2022 at 15:00**(Namibian time) **late quotations will be rejected. Electronic submissions/quotations will not be accepted.**

Place of closing is:

The Quotation/Tender Box at the entrance foyer

Oranjemund Town Council

P.O Box 178 –

Corner of 8th Avenue & 12th Street,

Oranjemund, Namibia

8. Opening of Quotations

Quotations will be opened internally by Oranjemund Town 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 kept by Oranjemund Town Council.

9. Evaluation of Quotations

Oranjemund Town Council shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

10. 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.

11. 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.

12. Margin of Preference

[Not Applicable]

13. 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.

14. Performance Security

[Not applicable]

15. Notification of Award and Debriefing

Oranjemund Town Council shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award via provided E-mails. Furthermore, Oranjemund Town 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:	Oranjemund Town Council
Procurement Reference Number:	W/RFQ/OTC-18/2022/23
Subject matter of Procurement:	REPAIRS AND MAINTENANCE OF PLAY GROUND'S/PUBLIC OPEN SPACE'S EQUIPMENT

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 _____ days [*insert number of 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 _____ [*insert number*] days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within _____ [*insert number*] 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.: W/RFQ/OTC -18/2022/23.....

To:Oranjemund Town Council
P.O Box 178 –
Corner of 8th Avenue & 12th Street,
Oranjemund, NAMIBIA.....

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

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

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

The scope of work to be covered during this project will include:

1. REPAIRS AND MAINTENANCE OF PLAY GROUND/PUBLIC OPEN SPACE EQUIPMENT

PS 1 GENERAL DESCRIPTION OF THE WORKS

- Establishment on site.
- The Repairs and Maintenance of playground/public open space equipment
- Carrying out the Works
- Care of the Works until the issue of the Practical Completion certificate and rectifying defects during the Defects Liability Period.

The description serves to outline the extent of the works, but does not limit the amount of work, which may be required by the contractor under this contract.

The Contractor is responsible for protecting his Works against damages by the general public during construction. Damages may generally be prevented by not letting incomplete works lay open for long periods of time.

PS 2 DESCRIPTION OF THE SITE AND ACCESS

The description of the site is as follows:

- (a) **LOCATION:** The Site is located at the **various open space as indicated in the document.**

1. AVAILABLE SITE FACILITIES

Services

The Contractor shall make his own arrangements for the acquisition of water, power and all other services required for construction purposes and shall be responsible for the costs thereof

Camp Site

N/A

SPOIL SITES

Spoil material shall be disposed of at the municipal dumpsite or as instructed by the Project Manager. The tendered rates and amounts shall include full compensation for disposal of spoil material. No overhaul will be paid.

2. STANDARD SPECIFICATIONS

The latest SANS 1200 Standard Specifications for Civil Engineering Construction shall be applicable to this contract. Should any requirement of any portion of the Project Specifications conflict with any requirement of these Standard Specifications, the amendments and/or additions to the Project Specifications shall prevail.

SECTION IV: PRICED ACTIVITY SCHEDULE

REPAIRS AND MAINTENANCE OF PLAY GROUND/PUBLIC OPEN SPACE EQUIPMENT

Procurement Reference Number: **W/RFQ/OTC -18/2022/23**

No	Description	Qty	Unit rate (N\$)	15% VAT	Total Amount (N\$)
1	Playground at Erf 1999: Welding and repainting all rusted metals, repainting all poles around the park, replacing the chain on the swings and replacement of ten aside soccer pitch poles and pole net.	sum	-	-	
2	Playground at Erf 1740: Welding and repainting all rusted metals, placement to replace the damage poles the demarcated the open space from the public road and repainting all poles around.	sum	-	-	
3	Playground at Erf 1505: Welding and repainting all rusted metals with same old color paint, fixing the swing and repainting all metal equipment.	sum			

4	Playground at Erf 285: Welding and repainting same paint all rusted metals,equipment, repainting all poles, swings chains replacement	sum			
5	Playground at Erf 302: painting all metal equipment and poles	sum			
6	Playground at Erf 589: Welding all rusted and swings chain replacement	sum			
Total Amount (VAT INCL.)					

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

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **W/RFQ/OTC -18/2022/23**

[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	Playground at Erf 1999: Welding and repainting all rusted metals, repainting all poles around the park, replacing the chain on the swings and replacement of ten aside soccer pitch poles and pole net.		
2	Playground at Erf 1740: Welding and repainting all rusted metals, placement to replace the damage poles the demarcated the open space from the public road and repainting all poles around.		
3	Playground at Erf 1505: Welding and repainting all rusted metals with same old color paint, fixing the swing and repainting all metal equipment.		
4	Playground at Erf 285: Welding and repainting same paint all rusted metals, equipment, repainting all poles, swings chains replacement		
5	Playground at Erf 302: painting all metal equipment and poles		
6	Playground at Erf 589: Welding all rusted and swings chain replacement		

* 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/OTC-18/2022/23) available on the website of Procurement Policy Unit (<http://www.mof.gov.na/procurement-policy-unit>) except where modified by the Special Conditions below.

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/OTC -18/2022/23**

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)	The Employer is: Oranjemund Town Council P.O Box 178 – Corner of 8th Avenue & 12th Street, Oranjemund, NAMIBIA
Intended Completion Date GCC	The intended completion date is: Two (2) Month from the date of site handover.
Project Manager GCC 1.1(y)	The Project Manager is: Oranjemund Town Council P.O Box 178 – Corner of 8th Avenue & 12th Street, Oranjemund, NAMIBIA
Site GCC 1.1(aa)	The Site is located at: ORANJEMUND, //KHARAS REGION
Start Date GCC 1.1(dd)	The Start Date shall be: 7days after site handover
The Works GCC 1.1(hh)	The Works consist of:

GCC Clause Reference	Special Conditions
	<ul style="list-style-type: none"> • General Maintenance of Park Equipment's • Welding • Painting • Installation of demarcating poles • Replace of old swing chains
GCC 2.2	Sectional Completions are: NOT APPLICABLE
Interpretation GCC2.3	<p>The following documents also form part of the Contract:</p> <ol style="list-style-type: none"> 1. Drawings 2. Appointment Letter 3. Performance Guarantee 4. All Risk Insurance 5. Work Program
Language and Law GCC 3.1	<p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of Namibia.</p>
Project Manager's Decisions 4.1	<p>The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.</p>
Delegation GCC 5.1	<p>The Project Manager <i>may</i> delegate his/her duties.</p>
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 the page 2 of this Bidding Document and the contact name shall be</p>

GCC Clause Reference	Special Conditions
	<p>Oranjemund Town Council P.O Box 178 – Corner of 8th Avenue & 12th Street, Oranjemund, NAMIBIA</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>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> <p>(a) for the Works, Plant and Materials:</p> <p style="padding-left: 40px;">Full amount of the works plus 10%</p> <p>(b) for loss or damage to Equipment:</p> <p style="padding-left: 40px;">The replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract</p> <p style="padding-left: 40px;">Replacement value of the properties that are exposed to the action of the contractor in the execution of the works.</p> <p>(d) for personal injury or death:</p> <p style="padding-left: 40px;">(i) Of the Contractor’s employees: The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works.</p> <p style="padding-left: 40px;">(ii) Of other people: This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives.</p> <p style="padding-left: 80px;">(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks coupled with the Employer’s liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>

GCC Clause Reference	Special Conditions
Site Data GCC 14.1	The site Data shall be: Available to successful bidder.
Possession of the Site GCC 20.1	The Site Possession Date(s) shall be: DATE OF SITE HANDOVER
Procedure for Disputes GCC 24	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties”.
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 25.3	Program updates <i>shall</i> be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: One year from the practical completion date. (80% of material invoice will be paid as material on site)
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: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (l)	The meaning of “exceptionally inclement weather” will be deemed to be weather which in not only extreme or severe but exceeding that which, on evidence of past years, could reasonably not have been expected. The contractor is, in addition to the above, to make allowance for normal vagaries of the weather in the programming of the Works.
Price Adjustment GCC 44.	The Contract <i>is not</i> subject to price adjustment.
Retention GCC 45.	The proportion of payments retained is ten (10) percent of the value of the work and materials valued, until such time as the amount retained equals 5 (five) percent of the contract sum, excluding VAT.
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are . N\$ 100/ day.

GCC Clause Reference	Special Conditions
	The maximum amount of liquidated damages for the whole of the Works is 10% of the contract price.
Bonus GCC 47.1	The rate for the Bonus per calendar day is: Not Applicable
Advance Payment GCC 48.1	No advance payment shall be made
Performance Security GCC 49.1	(i) A Performance Security in the form of a Bank Guarantee representing <i>10 % of the contract value.</i>
GCC 56.1	“As built” drawings or operating and maintenance manuals <i>are</i> 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: <i>10 %</i>

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ/OTC -18/2022/23

Description	Attached	Not Attached
Have a valid company Registration Certificate;		
Have an original valid good Standing Tax Certificate;		
Have an original valid good Standing Social Security Certificate;		
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;		
Submit a signed Bid-securing Declaration.		
Quotation letter on the company letter head		
Priced and signed Activity Schedules		
Schedule of all work activities		
Specification and Compliance Sheet		
Compulsory Site Visit Certificate		

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.*