

### **KUNENE REGIONAL COUNCIL**



Tel: +264-65-273950 Fax:+264-65-273077 M. Muharukua Street OPUWO, NAMIBIA Private Bag 502 OPUWO, NAMIBIA

## Request for Quotations For Works

# MAINTENANCE OF GRAVEL ROADS FOR SESFONTEIN SETTLEMENT FOR 2025/2026

Procurement Reference No: W / RFQ / KRC - 03/2025/26

Kunene Regional Council P/Bag 502 Opuwo Namibia

TEL: 065 273950 pmu@kunenerc.gov.na

Name of bidder:
Contact Number of Bidder:
Email Address of Bidder:
Authorized Representative of Bidder:
Signature of Bidder:
Bid total amount: N\$

Closing Date & Time: 25 November 2025 @ 11h00



## **KUNENE REGIONAL COUNCIL**



Tel: +264-65-273950 Fax:+264-65-273077

Yours faithfully,

GEORGEP. KAMSEB

CHIEF REGIONAL

M. Muharukua Street OPUWO, NAMIBIA

Private Bag 502 OPUWO, NAMIBIA

04 November 2025

Letter of Invitation
To:
Procurement Reference Number: W / RFQ / KRC - 03/2025/26
Dear Prospective Bidder,
REQUEST FOR QUOTATIONS FOR THE MAINTENANCE OF GRAVEL ROADS FOR SESFONTEIN SETTLEMENT FOR 2025/2026 IN THE KUNENE REGION
The Kunene Regional 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 the Kunene Regional Council and emailed to: pmu@kunenerc.gov.na
Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.
No site visit will be scheduled as it is only maintenance works of existing gravel roads.

KUNENE RECIONAL COUNCIL PRIVATE BAG 532, OPUWO

AFFICER 065-275077

#### **SECTION I: INSTRUCTIONS TO BIDDERS**

#### 1. Rights of Public Entity

The Kunene Regional Council:

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 **180 days** from the date of bid submission deadline.

#### 4. Eligibility Criteria

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

- attach an original or certified copy (certified by a Commissioner of Oaths or other authorized officer) Company Registration Certificate.
- attach an original or certified copy (certified by a Commissioner of Oaths or other authorized officer) of the Company's owner's national identification document(s).
- attach an original or certified copy (certified by a Commissioner of Oaths or other authorized officer)) of NAMRA good Standing Certificate.
- attach an original or certified copy (certified by a Commissioner of Oaths or other authorized officer) of Good Standing Social Security Certificate.
- attach an original or certified copy (certified by a Commissioner of Oaths or other authorized officer) 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;
- attach an original or certified copy (certified by a Commissioner of Oaths or other authorised officer) attach an SME Certificate.
- 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 the Contract if it is awarded the contract or part thereof.
- have a minimum experience of two years as prime contractor in the construction or maintenance works of similar nature and complexity equivalent to proposed works, attach two completion certificate on the completed similar works from previous employers.

#### 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 60 days 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 shall be sealed in a single envelope and deposited in the Bid Box at Kunene Regional Council, Mbumbijazo Muharukua Street, Opuwo, by 25 November 2025 at 11:00. Quotations sent by e-mail or fax will not be considered. Late quotations will be rejected.

#### 9. Opening of Quotations

Quotations will be opened internally by the Public Entity 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 Public Entity and available to any bidder on request within three working 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 evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

#### 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

- a) A margin of preference of **five percent (5%)** shall be applied to quotations submitted by eligible Namibian-registered SMEs, provided that valid supporting documentation is submitted, including an SME Certificate issued by the Ministry of Industrialisation and Trade.
- b) For evaluation purposes only, the quoted price of such bidders shall be reduced by 5% to determine the evaluated price. The contract, if awarded, shall be at the **original quoted price**.
- c) Where bidders qualify for multiple margins of preference (e.g. SME plus local content or disadvantaged group ownership), the margins may be aggregated, provided that the total margin does not exceed ten percent (10%).
- d) Bidders seeking this margin must complete and submit the **Preference Declaration Form** annexed to this RFQ. Failure to do so shall render the bidder ineligible for the preference, but shall not disqualify the bid.

#### 14. Award of Contract

The Bidder having submitted the lowest evaluated substantially responsive quotation, with market-related rates and qualified to perform the works, shall be selected for award. 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. Performance Security

[Not Applicable]

#### 16. 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 seven 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:	Kunene Regional Council
Procurement Reference Number:	W / RFQ / KRC - 03/2025/26
Subject matter of Procurement:	MAINTENANCE OF GRAVEL ROADS FOR SESFONTEIN SETTLEMENT FOR 2025/2026

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 Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription shall be construed as a Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the BSD. The validity period of our 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 **7 days** from date of issue of Purchase Order/ Letter of Acceptance. Works will be completed within **60 days** from date of issue of Purchase Order/Letter of acceptance.

We declare that we "qualify/do not qualify" for Margin of Preference applicable to Small and Medium enterprises and shall upon request submit documentary evidence in this respect. [Bidder to strike out as appropriate]

**Quotation Authorised by:** 

adotation Au	CITOLI	ood by:					
Name of Bidde	r			Company's Address and seal		ddress and seal	
Contact Person							
Name of Perso	n Aut	horising the Quot	ation:	Posit	ion:	Signature:	
Date		Phone No./			-		
			E-mail				

**BID SECURING DECLARATION** 

## (Section 45 of Act) (Regulation 37(5) and 56(2))

Date:	
Proc	urement Ref No.:
То:	
	_
[inser	t complete name of Public entity and address]
	understand that in terms of section 45 of the Act a public entity must include in the bidding ment the requirement for a declaration as an alternative form of bid security.
I/We* event	accept that under section 45 of the Act, I/we* may be suspended or disqualified in the 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 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	d: t signature of person whose name and capacity are shown]
Capac [indica	city of: ate legal capacity of person(s) signing the Bid Securing Declaration]
Name [inser	: t complete name of person signing the Bid Securing Declaration]
Duly a	authorized to sign the bid for and on behalf of: [insert complete name of Bidder]
Dated	don day of [insert date of signing]
[Note to the	orate Seal (where appropriate) *: In case of a joint venture, the bid securing declaration must be in the name of all partners joint venture that submits the bid.] te if not applicable / appropriate



### 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:	
Tel 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:
Diagon tales mater

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

#### Contents

Part I: General Specifications
Part II: Project Specifications

#### PART I: GENERAL SPECIFICATIONS

For the purposes of this Contract the following Standardised Specifications shall apply. Notwithstanding the conditions of Sub clause 2.2 of SABS 1200A, the editions issued on the dates as listed below, shall apply to this Contract. Where SABS 1200 is cited, read as SANS 1200.

#### Not bound into this volume:

SABS 1200 A -	1986		GENERAL
SABS 1200 AB -	1986		: ENGINEER'S OFFICE
SABS 1200 C -	1980	:	SITE CLEARANCE
SABS 1200 D -	1988	:	EARTHWORKS
SABS 1200 DB -	1989	:	EARTHWORKS (PIPE TRENCHES)
SABS 1200 DM-	1981	:	EARTHWORKS (ROADS, SUBGRADE)
SABS 1200 GA	- 1982		: CONCRETE (SMALL WORKS)
SABS 1200 LE -	1982	:	STORM WATER DRAINAGE
SABS 1200 M -	1981	:	ROADS (GENERAL)
SABS 1200 ME-	1981		: SUBBASE
SABS 1200 MF -	1981	:	BASE
SABS 1200	MG - 1	996	: BITUMINOUS SURFACE
		TRE	ATMENT
SABS 1200 MJ -	1984	:	SEGMENTED PAVING
SABS 1200 MK-	1983	ě	KERBING AND CHANNELING
SABS 1200 MM	-1984		: ANCILLARY ROADWORKS

#### 1. SCOPE OF WORKS

The works to be carried out under this Contract comprises the maintenance of roads network in Sesfontein Settlement.

The major elements comprising this Contract are as follows:

- Establishment on site and setting out of the works
- · Light blading and heavy blading of gravel roads
- Re-gravelling of gravel roads (2.0 Km)
- Construction of storm water drainage infrastructure (100m earth channel / v-drain)
- Testing of materials and workmanship
- Installation of road signs
- Removal of camp establishment and finishing off the site after completion
- The maintenance of the works and all other requirements of the Contractor's defects liability

A total length of approximately 2000m (2.0 Km) of gravel roads will be re-graveled with the following layer works:

#### 1. Wearing Course (Gravel G6):

150 mm compacted thickness in one or two lifts, each lift thickness not exceeding 1.5 × maximum particle size

Compacted to 95% of modified AASHTO density

Minimum **soaked CBR ≥ 15%**, tested on specimens compacted to 95% MDD (modified AASHTO) and soaked for 4 days (or standard soak duration) Material must also satisfy TRH 20 gravels parameters (Oversize Index ≤ 5%, Shrinkage Product within range, Grading Coefficient, etc.)

#### 2. Roadbed / Formation Preparation:

Excavate, rip, rework and compact 150 mm of in situ material (or imported fill if in situ unsuitable)

Compacted to 90% of modified AASHTO density

Minimum soaked CBR ≥ 7%, tested on specimens compacted to 90% MDD If in situ fails, contractor must replace or stabilize with suitable material

#### 3. Blading / Grader Maintenance (2.0 km section)

- a. The Contractor shall perform both light blading (routine surface smoothing) and heavy blading (reshaping) along the 2.0 km gravel road network.
- b. Up to four (4) blade passes (whole width) per section are permitted in the contract, inclusive of light and heavy blading. Additional passes require prior approval by the Engineer and shall be separately measured/paid.
- c. In each heavy blading pass, the material shall be loosened to a depth of 50–100 mm, oversize (rock > 37.5 mm) removed, the surface reshaped to required camber and crossfall, and then compacted by roller or grid roller.
- d. After grading, the surface shall be compacted to achieve a firm finish, with no loose wheel tracks.
- e. If in-situ material is insufficient to refill ruts, additional gravel (wearing course material) shall be imported or placed as a measured variation.

f. The Contractor shall conduct blading operations during appropriate moisture conditions (i.e. not when the surface is extremely dry or wet) to avoid damage, in line with good practice.

#### **SOURCES OF MATERIALS**

The Contractor shall be responsible for locating suitable borrow pits, obtaining the necessary permission for the use of the borrow pit material and shall neatly finish off all borrow areas after use if required for the construction of the Works. There is an existing borrowpit north of the settlement and within 1km of the site.

#### **OVERHAUL**

All rates tendered for material or excavation shall allow for all hauling to and from the Site. For this contract free haul shall therefore continue indefinitely and no overhaul shall be paid.

#### 2. SCOPE OF WORKS

#### **B. DRAWINGS**

Find the roads layout drawing attached in Annexure A at the end of the RFQ Document.

#### SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: W/RFQ/KRC-03/2025/26

[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]

The quantities shown below are approximate and not subject to re-measurement for payment purposes.

1. The General Conditions of Contract, the Special Conditions of Contract (if any),

the Specifications (including the Project Specification), and the Drawings are to be read in conjunction with the Schedule of Quantities.

- (a) The schedule comprises items covering the Contractor's profit and costs of general liabilities and of the construction of temporary and permanent works.
  - (b) The bidder is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right, under Engineer is obliged to base his assessment of the rates to be paid for various circumstances, to payment for additional works carried out and that the such additional work on the rates inserted in the schedule by the Contractor.
  - (c) Clause 8 of each Standardized Specification and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specification, set out what ancillary or associated activities are included in the rates for the operations specified.
- 3. Descriptions in the Schedule of Quantities are abbreviated and the schedule has been drawn up generally in accordance with the latest issues of Civil Engineering quantities. Should any requirements of the measurement and payment clause of the applicable Standardized Specification, or the Project Specification, or the Particular Specification(s) conflict with the terms of the schedule or, when relevant, Civil engineering quantities, the requirement of the Standardized, Project, or Particular Specification as applicable, shall prevail.
- 4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made for waste.
- 5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described under the several items. Such prices shall cover all costs and expenses that may be required in and for the construction of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid is based. The bidder shall ensure that his rates are exclusive of Value Added Tax (VAT) as laid down in existing legislation.
- 6. A price or rate is to be entered against each item in the Schedule of Quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the schedule.

- 7. The bidder must price each item in the Schedule of Quantities in BLACK INK.
- 8. The quantities of this Schedule of Quantities shall be regarded as approximate and not necessarily the actual amount of work to be done nor shall these quantities be considered as limiting or extending the amount of work to be done or material to be supplied by the Contractor.
- 9. The Contract Price for the completed contract shall be computed from the actual quantities of work done and valued at the unit rates and prices Bided against the respective items in the Schedule of Quantities.
- 10. The Schedule of Quantities must not be used for the ordering of materials and the Contractor is advised to acquire his own information from the Specifications and Drawings and to consult with the Engineer before materials are ordered.

#### 11. REFERENCES

Where cross-references to clauses and drawings are given in the Schedule of Quantities and other contract documents, such cross-references are not necessarily complete. References to parts of and clauses in other contract documents and to the drawing will normally be abbreviated as follows:

DOCUMENT	ABBREVIATION
Drawings	Drg
General Conditions of Contract	GCC
Special Conditions of Contract	SCC
Project Specifications	PS
Standardized Specifications SABS 1200	SABS 1200
Particular Specification	"P" Followed by a letter

ITE M NO	PAYMEN T ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 1. PRELIMINARY AND GENERAL				
	SANS 1200A	PRELIMINARY AND GENERAL				
	8.4	SCHEDULED TIME-RELATED ITEMS				

ľ	1		ĺ	I	ĺ	1
	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operate and maintain facilities on the Site				
	8.4.2.2	Facilities for Contractor for duration of construction, except where otherwise stated				
		(a) All inclusive	month	1		
	8.5	SUMS STATED PROVISIONALLY BY ENGINEER				
	PSA 8.5.1	a) Tests ordered by the Engineer				
		i) Tests ordered by the Employer's Engineer	P/Sum			35 000,00
		ii) Handling costs and profit percentage in respect of item PSA 8.5.1a)	%			
	8.8	TEMPORARY WORKS				
	8.8.2	Dealing with traffic in accordance with the specifications and drawings	l/sum	1		
TOTAL	_ CARRIED T	O SUMMARY				

ITE M NO	PAY ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SANS 1200D M	SECTION 2. ROADWORKS  EARTHWORKS				

PSDM 8.3.18	Blading of gravel roads			
	a) Light blading	bl-km	12,00	
	b) Heavy blading	bl-km	12,00	
SANS 1200D M	EARTHWORKS			
8.3.3	Treatment of Roadbed  a) Roadbed preparation and compaction of material to:			
	(i) minimum 90% of Mod AASHTO density	m³		Rate Only
	b) In-place treatment of roadbed in intermediate material by:			
	(i) Rip, shape, scarify, knapping, rolling, mixing of in-place and/or imported gravel material (if required) and preparation and compaction to 93% Mod AASHTO density to a depth of 150mm	m²		Rate Only
	Spot gravel repair gravel roads: -			
PSDM 8.3.17	Extra-Over item 8.3.3 (b) for importing additional Wearing Course quality material from commercial sources where instructed by the Engineer	m³		Rate Only
	Re-gravelling			
8.3.16	Roads A-M (2070m) Gravel Wearing Course Surface layer			
	150mm thick Gravel Wearing course layer compacted to 95% Mod AASHTO	m³	1 863,00	
	Re-gravelling			
TOTAL CARRIE	D TO SUMMARY			

ITEM NO	PAY ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION 3. ANCILLARY ROADWORKS				
	SANS 1200MM	ANCILLARY ROADWORKS				

		Ī			
8	,3 ROAD TRAFFIC SIGNS				
PSMM 8.3.8	Permanent road signs measured by type				
	Supply and erect standard Chromodek sheet steel (1.4mm thick) signs with retroreflective material fixed to a 50mm nominal steel tubing, based with 15 Mpa concrete footing				
	a) R1: Stop sign - 600mm	No	6		
	b) R2: Yield Sign - 600mm	No	6		
	c) R201: Speed regulating sign - 600mm	No	2		
	j) W402: Chevron	No		Rate Only	
	STORMWATER EARTH CHANNEL				
	Excavation and construction of a stormwater earth channel in the erf of the Kunene Regional Council Settlement Office				
	a)1m deep x 1.5m wide earth channel	m	100		
	Stone pitching:				
	b) Grouted stone pitching on a concrete bed 200 mm thick	m²	75	Rate Only	
TOTAL CARRIED	TO SUMMARY				

#### **SUMMARY OF SCHEDULE OF QUANTITIES:**

SECTIO N

**DESCRIPTION** 

**AMOUNT** 

1	PRELIMINARY AND GENERAL	NARY AND GENERAL			N\$	<u> </u>	
2	ROADWORKS				N\$		
3	ANCILLARY ROADWORKS	Y ROADWORKS			N\$		
SUB TOTAL					N\$		
ADD: 5% to	subtotal as a provisional sum to cover th	ne cost of	contin	gencies	N\$		
SUB TOTAL					N\$	S	
ADD: VAT at 15% to TOTAL TENDER SUM					N\$		
TOTAL: TEN	IDER SUM (INCLUDING VAT) CARRIED T	O FORM	OF TEN	IDER	N\$		
written in beyond ra	e 5% contingency is a <b>Provision</b> nstruction. No separate overholder instructed work unless of the state of	ess exp	rofit a	re payabl			
Name:	ctivity Schedule Authorised By	•	Sign	ature:			
Position:		Date:					
	d for and on behalf of:	Compa					
			,				

## **SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET**

Procurement Reference Number: \_\_\_\_\_

Item No	Specifications and Performance Required		Details of Non- Compliance/ Deviation (if applicable)
A*	B*	C	D
	Maintenance of gravel roads		

1	for Sesfontein settlement for 2025/2026		
2	All items on stated on the Priced Activity Schedule		
		·	

<sup>\*</sup> 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 Works** (W/RFQ-WCC) (available at public entities physical address/website: Insert Public Entity address/website) except where modified by the Special Conditions below.

#### SECTION VII: 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 except where modified by the Special Conditions below.

#### SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number:	Procurement Reference Number:	
-------------------------------	-------------------------------	--

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)	The Kunene Regional Council
Intended Completion Date GCC	The intended completion date is: 60 days from the date of Purchase Order.
Project Manager GCC 1.1(y)	Arovar Project Engineers avril@arovar.com.na
Site GCC 1.1(aa)	The Site is located in Sesfontein Settlement
Start Date GCC 1.1(dd)	The Start Date shall be: 7 days after issuing of Purchase Order.
The Works GCC 1.1(h)	The Works consists of: The Maintenance of Gravel Roads in Sesfontein Settlement.
Interpretation GCC2.3	The following additional documents shall form part of the contract: Bid Document and Purchase Order.
Language and Law GCC 3.1	The language of the contract is English  The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager may delegate his/her duties.
Notices GCC 6	Any notice shall be sent to the following addresses: For the Employer: Kunene Regional Council

	Procureme	ent Management Unit
	Mbumbijaz	zo Muharukua Street
	P/Bag 502	, Opuwo
	065-273 9	50
	Email: pm	u@kunenerc.gov.na
	For the Co	ntractor:
	Company	Name:
		erson:
		no:
	to pmu@k	during the bidding period shall be submitted in writing unenerc.gov.na. The telephone number provided is for dministration purposes after award.
Insurance GCC 13.1	insurance	r the cover mentioned in (d)(i) hereunder, the other covers shall be in the joint names of the Contractor apployer and the minimum insurance amounts shall be:
	(a)	for the Works, Plant and Materials: 100% of Contract Price
	(b) of co	for loss or damage to Equipment: replacement value ontractor's equipment on site
	(c)	for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 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 Procuring Entity as well). Not less than N\$5,000,000 per occurrence (aggregate N\$10,000,000)
	(d)	for personal injury or death:
		(i) of the Contractor's employees: statutory compliance
		(ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].
	(e)	for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.
	indicated Contractor First Loss	ractor shall choose to take the insurance covers above as separate covers or a combination of the 's All Risks coupled with the Employer's liability and Burglary, after approval of the Employer. All insurance all be of nil or the minimum possible deductibles at sole

	expense of the contractor.
Intended Completion Date GCC 16.1	The Intended Completion Date for the whole of the Works shall be: 60 days from date of site handover.
Possession of the Site GCC 20.1	The Site Possession Date shall be: 7 days after issuing of Purchase Order
Procedure for Disputes GCC 24	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 an Adjudicator shall be appointed in accordance with the Works GCC. Any party dissatisfied with the Adjudicator's decision may refer the dispute to arbitration in accordance with the Arbitration Act of Namibia.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 working 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: 365 days after final inspection and handover.
Payment Certificates GCC 39.7	Single payment on completion: A single statement of the value of work executed shall be submitted upon completion. The Project Manager shall certify the amount due.
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 (I)	Weather condition under which normal project work cannot be executed.
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	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

Liquidated Damages GCC 46.1	Liability Period subject to the Contractor making good all defects.  The liquidated damages are 0.5% of the Contract Price per week of delay, capped at 10% of the Contract Price.
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 10% of the final contract price shall <b>NOT</b> be required.
GCC 56.1	Operating and maintenance manuals should be supplied to the employer by the contractor not later than: Provided during hand over.
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% of the contracted amount

#### SCHEDULE 1: QUOTATION CHECKLIST SCHEDULE

#### **Procurement Reference No.:**

Description	Attached	Not Attached
Have a valid company Registration Certificate and Shareholders Identity Documents;		
Have an original or valid certified copy of good Standing NAMRA Certificate;		
Have an original or valid certified copy of 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;		
Have a certificate indicating SME Status (only if claiming the SME margin of preference).		
Submit signed Bid-securing Declaration.		
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Two completion certificates of past similar projects		
Proof of plant		

**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.

**SECTION IX - EVALUATION CRITERIA** 

The evaluation of quotations will follow a four-stage process in accordance with the Public Procurement Act, 2015 (Act No. 15 of 2015) and the Public Procurement Regulations, 2017:

#### **Stage A: Administrative Compliance Check**

Quotations will first be assessed for compliance with the mandatory eligibility requirements specified under Section I, Clause "Eligibility Criteria". This stage shall be evaluated on a **Pass/Fail basis**.

- Failure to submit any of the following shall result in automatic disqualification:
  - Certified copy of Company Registration Certificate;
  - Certified copies of national identification documents of owners;
  - Valid NAMRA Good Standing Certificate;
  - Valid Social Security Good Standing Certificate;
  - Valid Affirmative Action Compliance Certificate or exemption;
  - SME Certificate (for bidders claiming SME status);
  - bank letter confirming account and/or available credit line from a Namibian banking institution;
  - o Bid Securing Declaration.

Only bidders who pass Stage A shall proceed to Stage B.

#### Stage B: Technical Evaluation

Quotations shall be evaluated for technical responsiveness against the requirements of Section V (Specifications and Compliance Sheet) and Section IV (Priced Activity Schedule). A weighted scoring system shall apply:

Criterion	Weig ht
Relevant experience of bidder (minimum two similar projects, supported by reference letters)	30%
Availability of key equipment (grader, tipper trucks, water cart, front-end loader, etc.)	25%
Qualifications and experience of key personnel	25%
Methodology and work programme (realistic sequencing, completion within 60 days)	20%

- The maximum technical score is 100 points.
- A minimum score of 80 points (80%) is required to qualify for Stage C.
- Bidders scoring below 80 points shall be rejected.

#### Stage C: Financial Soundness Evaluation

Financial capacity shall be assessed on a Pass/Fail basis against the following criteria:

- Average annual turnover over the last two years ≥ 50% of the estimated contract value.
- Current ratio (Current Assets ÷ Current Liabilities) ≥ 1.0.
- Bank letter or other evidence demonstrating access to sufficient financial resources.

Bidders failing to meet these criteria shall not proceed to **Stage D**.

#### Stage D: Price Comparison and Margin of Preference

The final evaluation shall be based on the evaluated price, subject to the application of preference margins.

#### 1. Evaluated Price Formula

- Evaluated Price = Quoted Price Preference Adjustment.
- For this RFQ, eligible Namibian-registered SMEs shall receive a 5% margin of preference.

#### 2. Application

- The preference adjustment shall be applied for evaluation purposes only.
- The contract, if awarded, will be signed at the bidder's original quoted price.

#### 3. Cumulative Margins

 If a bidder qualifies for more than one margin of preference, such margins may be aggregated, provided that the total adjustment does not exceed ten percent (10%).

The contract shall be awarded to the **lowest evaluated substantially responsive** bidder.

---0000000---

# ANNEXURE A DRAWINGS

## ANNEXURE B

**Preference Declaration Form (SME)** 

**Annex B: Preference Declaration Form (SME)** 

Procurement Reference No.:
----------------------------

Procurement Description:
I, the undersigned, in my capacity as the duly authorised representative of:
Bidder's Name:
Company Registration No.:
Business Address: hereby declare that this bid seeks to claim the following margin(s) of preference in accordance with the Public Procurement Regulations, 2017 and the Procurement Code of Good Practice (2023):
<ul> <li>SME Margin of Preference (5%)         <ul> <li>Valid SME Certificate issued by the Ministry of Industrialisation and Trade attached.</li> <li>Majority Namibian ownership confirmed (supporting documents attached).</li> </ul> </li> <li>Other applicable preference(s) (if any – e.g. women-owned business, youth-owned business, local content, disadvantaged groups)         <ul> <li>Specify:</li> <li>Supporting documents attached.</li> </ul> </li> </ul>
<ol> <li>Declaration</li> <li>I confirm that the information provided above is true and correct. I understand that:         <ol> <li>Any false declaration may result in the disqualification of this bid.</li> <li>Failure to provide valid supporting documents will render this bid ineligible for the margin of preference claimed.</li> </ol> </li> <li>The award of contract, if successful, will be made at the original bid price, and not the preference-adjusted price.</li> </ol>
Signed:
Name:
Position:
Date:
Corporate Seal (where applicable)

