

**KUNENE REGIONAL COUNCIL**

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M. Muharukua Street
OPUWO, NAMIBIA

Private Bag 502
OPUWO, NAMIBIA

Request for Sealed Quotations for Works

CONSTRUCTION OF A PLAYGROUND AT THE ECD CENTERS IN OTUVERO

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

(THIS BID IS RESERVED FOR SME'S ONLY)

NAME OF BIDDER:

TOTAL AMOUNT:



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Letter of Invitation

08 October 2025

W/RFQ/KRC:MGEPESW-03/2025

Dear Sirs/Madam,

REQUEST FOR QUOTATION FOR CONSTRUCTION OF A PLAYGROUND AT THE ECD CENTERS IN OTUVERO

The Kunene Regional Council invites you to submit your quote for the works described in detail hereunder.

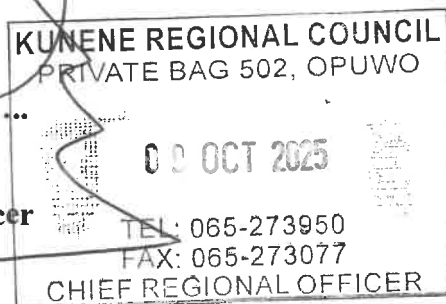
Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to Sendra Nakale at the Procurement Management Unit or Ms Conney Manghono 065 273950 at Kunene Regional Council or email: pmu.kunenerc@gmail.com.

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

Yours faithfully,

.....
George P. Kamseh
Chief Regional Officer



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The **Kunene Regional 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. 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:

- (a) Have a valid certified company Registration Certificate.
- (b) Have an original valid Good Standing Tax Certificate; or A valid certified copy of an original document, as certified by the Namibian Police or by a Commissioner of Oaths.
- (c) Have an original valid Good Standing Social Security Certificate or A valid certified copy of an original document, as certified by the Namibian Police or by a Commissioner of Oaths.
- (d) Have a certified Copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that the bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; certified by the Namibian Police or by a Commissioners of Oath have a written undertaking as contemplated in section 138 (2) of the Labour Act, 2007.
- (e) Have a certificate indicating SME status (applicable to SMEs only).
- (f) Proof of three completion certificate of similar work done within the last five years (number of works 3 or more) signed by Accounting Officer of a Public Entity.

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 **90 days** after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted/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 W/RFQ/KRC: MGEPSW-03/2025, addressed to the Public Entity with the Bidder's name at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at Kunene Regional Council not later than **30 October 2025, 11h00**. Quotations by post or hand delivered should reach Kunene Regional Council by the same date and time at latest. Late quotation will be rejected. 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 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

N/A

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 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:	
Subject matter of Procurement:	

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

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

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Security/Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead *[forfeiture of the security amount / disqualification on the grounds mentioned in the BDS]*

The validity period of our Quotation is _____ 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./E-mail	

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

Date:

Procurement Ref No.:

To:

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

Witten undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

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

SECTION III: STATEMENT OF REQUIREMENTS

1. This Request for Quotation (RFQ) is subject to the Public Procurement Act, 2015 and Public Procurement Regulations.
2. Bidders should familiarize themselves and are encouraged to visit the site and to consider the local conditions when preparing their quotations. Visiting the site shall however, not be considered for the purpose of evaluation of bids.
3. The Bidder shall bear all costs associated with the preparation and submission of their bids.
4. **In the documents submitted, all entries must be in the same handwriting or typing font.** Any cancellation must be initialled by the person(s) who sign(s) the quotation in the margin opposite each such cancellation. Any corrections are to be made by drawing a single line with a nonerasable pen through the entry to be corrected and are to be initialled in the margin next to the correction. No erasing / correction fluid is to be used for corrections. If any uncertainty arising during the evaluation of the quotation, regarding the bidding price, due to the use of the latter fluids, the awarding of the contract will be affected.
5. Faxed or emailed bids will not be accepted.
6. Kunene Regional Council will not accept any responsibility whatsoever should a tender choose to submit his/ her bid by post or courier and the bid is lost or misplaced.
7. The Kunene Regional Council will not be responsible for or pay for any expenses or losses, which may be incurred by any bidder in the preparation and submission of the quotation or in visiting the site in connection therewith.
8. The quotation will only be signed by one person duly authorized to do so.
9. Any bidder has the right to withdraw, modify or correct his quotation after it has been delivered, subject to the Public Procurement Regulations, Public Procurement Act, 2015, provided that such withdraw, modification or correction together with full details of such modification or correction is received at the address given for submission of the quotations in writing before the closing date and hour.
10. The original quotation as amended by such written communication will be considered as the bidders offer.
11. The quotation may be amended as follows:
 - (a) **Arithmetical errors**

Kunene Regional Council reserves the right to correct arithmetical and totals in quotations. In no case will quoted rates be adjusted when correcting such errors.
12. Preferences will be given to Namibian owned enterprises.
13. All quoted prices and the contract sum must remain firm for the duration of the contract

14. Preferences will be given to bidders providing market related prices. Quotations that are found to be 10% above or below the estimate will not be considered in this bid.

A. SCOPE OF WORKS

The scope of works consists of the following bills as per assessment and estimation carried out on site: Construction of playground at an ECD centre in Otuvero Village, Kunene Region,

1.1 CONTRACT COMMENCEMENT DATE

To be communicated after receiving the Purchase Order.

B. SPECIFICATION AND PERFORMANCE REQUIREMENT

The Specification applicable to this Procurement shall be the Model Preambles for Trades as recommended and Published by the Association of South African Quantity Surveyors and must be read in conjunction with and shall apply to all items in the Bill of Quantities.

Additional 'Supplementary Preambles' or 'Notes' may have been included within the Scheduled of Rates. Where these differ or are at variance with the Model Preambles for Trade, the Supplementary Preambles and / or Notes shall take precedence and shall apply to this contract.

All works and materials shall comply with the terms, provisions and specifications of the latest amendment or edition of the following:

- (a) Regulations relating to the Health and Safety of Employees at Work made under the Labour Act of 2007 (Act 11 of 2007)
- (b) The relevant SANS, BSS and / or IBC standards and specification referred to herein.

C. DRAWINGS

See Attached.

D. LOCATIONS

OTUVERO VILLAGE, KUNENE REGION

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/KRC:MGEPEWSW-03/2025**

[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.

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
	(as per the attached bill of quantities to be completed by the bidder)				
Enter 0% VAT rate if VAT exempt.				Subtotal	
				VAT @ %	
				Total	

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

Priced Activity Schedule Authorised By:

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

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

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

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number:

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)	<i>Kunene Regional Council</i>
Intended Completion Date GCC	The intended completion date is: January 2026
Project Manager GCC 1.1(y)	The Project Manager is: Work Inspector
Site GCC 1.1(aa)	The Site is located in Kunene Region, Otuvero Region is defined in Drawings Nos: see attached
Start Date GCC 1.1(dd)	The Start Date shall be: Date to be determined after receiving the Purchase Order
The Works GCC 1.1(hh)	The Works consist of: constructing of a playground at the ECD center at Otuvero village
Interpretation GCC 2.2	The project will be completed in the following sections: Attached bills of quantities to be completed and returned together with the bidding document
Interpretation GCC2.3	The following additional documents shall form part of the contract: attached bill of quantities for specification and descriptions
Language and Law GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Namibia.

GCC Clause Reference	Special Conditions
Project Manager's Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager may not delegate his/her duties.
Notices GCC 6	Any notice shall be sent to the following addresses: For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be to <u>Kunene Regional Council, Mbumbijazo Muharukua Street, P/Bag 502, Opuwo</u> For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be _____ _____
Insurance GCC 13.1	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: (a) for the Works, Plant and Materials: <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 Procuring Entity as well).</i> (d) for personal injury or death: (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

GCC Clause Reference	Special Conditions
	payment have been included in the Interim Payment Certificate, where applicable. The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.
Site Date GCC 14.1	The site Date shall be: To be communicated after signing the purchase order
Possession of the Site GCC 20.1	The Site Possession Date shall be: To be communicated after signing the purchase order
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates <i>shall</i> be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: <i>3 months</i> .
Payment Certificates GCC 39.7	Directorate of Gender Equality and Child Welfare shall choose either: "A single statement of the estimated value of the work executed shall be submitted on completion of the Works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor".
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions	Only heavy rainfall counts as adverse weather conditions

GCC Clause Reference	Special Conditions
GCC 41.1 (l)	
Price Adjustment GCC 44.	The Contract <i>is not</i> subject to price adjustment.
Retention GCC 45.	(ii) 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 15% per day. The maximum amount of liquidated damages for the whole of the Works is [amount based on a maximum number of days].
Bonus GCC 47.1	The rate for the Bonus per calendar day is: N/A
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security GCC 49.1	(i) No Performance Security is required
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: N/A

SCHEDULE 2**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.: W/RFQ/KRC:MGEPEW-03/2025**

Description	Attached	Not Attached
Quotation letter		
Valid copy of company Registration Certificate		
Original or valid certified copy of good standing Tax Certificate		
Original or valid certified copy of good standing Social Security Certificate		
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		
Valid certified copy of a certificate indicating SME Status (for Bids reserved for SMEs)		
Bid-securing Declaration		
Proof of three completion certificates of similar work done within the last five years (number of works 3 or more) signed by Accounting Officer of a Public Entity		

