



**KUNENE REGIONAL COUNCIL
HEAD OFFICE**



Request for Sealed Quotations (Works)

DRILLING OF ETANGA BOREHOLE

Procurement Reference No: W/RFQ/KRC: DWSSC-03/2021

Kunene Regional Council

P/Bag 502

Opuwo

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E-mail: pmu@kunenerc.gov.na

**KUNENE REGIONAL COUNCIL
HEAD OFFICE**



Letter of Invitation

17 May 2021

Dear Madam,

Request for Quotations for the drilling of Etanga borehole in Opuwo Rural Constituency


The Kunene Regional Council invites you to submit your best 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 MR Sem Petrus @ 0811285616 or email: 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.

Yours faithfully,


J. Jantze
Acting 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 60 days from the date of bid submission deadline.

4. Eligibility Criteria

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

- (a) Have a certified valid copy of company Registration Certificate;
- (b) Have an original or certified valid copy of good Standing Tax Certificate;
- (c) Have an original or certified valid copy good Standing Social Security Certificate;
- (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) Have a certificate indicating SME Status (for Bids reserved for SMEs);
- (f) Submit a complete and signed Bid-securing Declaration form provided in the bidding document.
- (g) 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;
- (h) Attached proof of confirmation of account from a Namibian Banking Institution.

(i) Bidders place of principal business must be in Kunene Region. (Attach the confirmation letter from the Regional Councillor responsible for your Constituency, not older than 2 months).

5. Bid Securing Declaration

subscribe to a Bid Securing Declaration for this procurement process in the prescribed form.

6. Works Completion Period

The completion period for works shall be 30 Days after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted 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 and 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 Mbumbiango Muharukua Street, P/Bag 502, Opuwo not later than **31st May 2021 @ 11h00**. Quotations by post or hand delivered should reach 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 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 posted on the notice board 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.

15. Performance Security

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule of 10% of the contract price.

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 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:	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 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 60 days' o 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 14 Days days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within 30 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	

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.:

To:

.....
..[insert complete name of Public Entity and address].....

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

The works comprises of Drilling of boreholes and installation of casings as well as pump testing as set out in the priced schedule. The contractor shall perform all works quoted for in the priced schedule under the supervision of the Geohydrologist. Works consists of the below items

1	Mobilization and demobilization of all equipment, material and personnel	
2	Air Percussion Drilling	
3	uPVC Casing & Steel Casing	
4	Construction of concrete slab / sanitary seal on the borehole	
5	Fit caps on casing, and inscription of borehole number by suitable means on casing.	
6	Development / Blow test of the borehole (hourly rate)	
7	Pumping Tests	
8	Water Sample Testing	
9	Account Works	

Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract.

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

B. DRAWINGS

No drawings all works is done in accordance with requirements of the Priced activity schedule

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

Item	Brief description of work	Unit Measure	Quantity	Unit Price	Total Price
9	Pumping Tests				
9.1	Erect and dismantle test pump equipment, installation and removal of a submersible pump including rising pipes, lay flat and water meter. Pump capacity: 10 m ³ /h with a pumping head of 150 m	No.	1		
9.2	Short step-drawdown pumping test (4 steps)	hr	4		
9.3	Ground water level recovery measurements	hr	4		
9.4	Constant Discharge test	hr	8		
9.5	Ground water level recovery measurements	hr	8		
10	Analysis of water quality	No.	1		
11	Inscription of borehole number by suitable means on casing.	No.	1		
12	Completion of Documentation per Borehole	No.	1		
			Subtotal Item		
			VAT (15 %):		
			Contingency @ (8%)		
			Total:		

Priced Activity Schedule Authorised By:

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

NB: The bidder must familiarise him/herself with coordinates below to determine the terrain and location of Etanga village.

Settlement Name	Latitude (South)	Longitude (East)
Etanga	S17.86732	E013.02450

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number W/RFQ/KRC: DWSSC-03/2021

Item	Brief description of work	Unit Measure	Quantity	Unit Price	Total Price
1	Mobilization and demobilization of all equipment, material and personnel				
1.1	Mobilization to the borehole	Ls	1		
1.2	Demobilization from the borehole	Ls	1		
1.3	Erection & dismantling of rig at site	No.	1		
2	Air Percussion Drilling				
2.1	254 mm / 10" 0 - 100 m	m	18		
2.2	204 mm / 8" 0 - 100 m	m	82		
2.3	100 - 200 m	m	50		
3	Steel casing supply & install of 4.5 mm wall thickness				
3.6	Supply 219 mm plain	m	12		
3.7	Supply 219 mm screen	m			
3.8	Install 219 mm	m	12		
4	UPVC casing supply & install of 9.5 mm wall thickness				
4.1	Supply 165 mm plain	m	80		
4.2	Supply 165 mm screen - slot size 1 mm	m	70.0		
4.4	Install 165 mm 0 - 150 m	m	150.0		
5	Emplace backfill				
5	Emplace backfill	m	150		
6	Grouting / Cementation				
6.1	By tremi-pipe	m ³	1		
6.2	Pressure grouting through casing string	m ³	1		
7	Fit end plugs and caps on casing				
7	Fit end plugs and caps on casing	No.	1		
8	Development by airlift				
8.1	Development with air blown through drill string	hr	8		

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **W/RFQ/KRC: DWSSC-03/2021**

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)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1	Mobilization and demobilization of all equipment, material and personnel		
2	Air Percussion Drilling		
3	uPVC Casing & Steel Casing		
4	Construction of concrete slab / sanitary seal on the borehole		
5	Fit caps on casing, and inscription of borehole number by suitable means on casing.		
6	Development / Blow test of the borehole (hourly rate)		
7	Pumping Tests		
8	Water Sample Testing		

Specifications and Compliance Sheet Authorised By:

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

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

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

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/KRC: DWSSC-03/2021**

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)	Kunene Regional Council
Intended Completion Date GCC	The intended completion date is: to be communicated
Project Manager GCC 1.1(y)	The Project Manager is: Kunene Regional Council
Site GCC 1.1(aa)	The Site is located at Etanga Village in Epupa Constituency is defined in Drawings Nos: See attached citation report
Start Date GCC 1.1(dd)	The Start Date shall be: to be communicated
The Works GCC 1.1(hh)	The Works consist of: Drilling boreholes for Etanga village
Interpretation GCC 2.2	The project will be completed in the following sections: once within the prescribed period
Interpretation GCC2.3	The following additional documents shall form part of the contract: Citation report
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

GCC Clause Reference	Special Conditions
	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	<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> <p>Ms. Sendra Nakale the Procurement Management Unit Kunene regional council email:pmu@kunenerc.gov.na.</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>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
Insurance GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the name of the Contractor and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> (a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc) (b) for loss or damage to Equipment: for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer. (c) for loss or damage to property (including all; 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. (d) for personal injury or death: <ul style="list-style-type: none"> (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. (ii) of other people: This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives.

GCC Clause Reference	Special Conditions
	<p>(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>
Site Date GCC 14.1	The site Data shall be: Bill of Quantities, Drilling reports, Pump test and associated documents
Possession of the Site GCC 20.1	The Site Possession Date shall be: to be communicated
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 5 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates shall be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: 365 days.
Payment Certificates GCC 39.7	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	<p>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:</p> <p>(a) the payment certificate; and</p> <p>(b) a certificate of Completion of the Works.</p>
Adverse weather Conditions GCC 41.1 (l)	Weather conditions under which normal project activities cannot be carried including winds, flooding, rainfall and associated resulting adversaries.

GCC Clause Reference	Special Conditions
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	(i) no proportion of any payments shall be retained
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are 0.10 % per day. The maximum amount of liquidated damages for the whole of the Works is 10 %
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) A Performance Security in the form of a Bank Guarantee representing 10% of the final contract price shall be required.*
GCC 56.1	"As built" drawings or operating and maintenance manuals are not required.
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is: 30%

SCHEDULE 1:**SCHEDULE 2****QUOTATION CHECKLIST SCHEDULE**PROCUREMENT REFERENCE NO.: **W/RFQ/KRC: DWSSC-03/2021**

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
All documents requested under Eligibility criteria on page 5		