



**REPUBLIC OF NAMIBIA**  
KUNENE REGIONAL COUNCIL



# Request for Quotations For Works

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**MAINTENANCE OF GRAVEL ROADS FOR  
SESFONTEIN SETTLEMENT**

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**Procurement Reference No: W / RFQ / KRC - 05/2024**

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: Thursday, 24 October 2024 at 11:00.



**REPUBLIC OF NAMIBIA  
KUNENE REGIONAL COUNCIL**



**Letter of Invitation**

**To:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Procurement Reference Number: **W / RFQ / KRC - 05/2024**

03 October 2024

Dear Prospective Bidder,

**Request for Quotations for the Maintenance of Gravel Roads for Sesfontein Settlement 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](mailto: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 its only maintenance works of existing gravel roads.

Please Contact for more information: Mr. Ino Namwoonde on 081 129 5745

Yours faithfully,

  
**G.F. KAMSEB**  
 CHIEF REGIONAL OFFICER

**KUNENE REGIONAL COUNCIL**  
 PRIVATE BAG 502, OPUWO

**03 OCT 2024**

TEL: 065-273950  
 FAX: 065-273077  
 CHIEF REGIONAL OFFICER

# SECTION I: INSTRUCTIONS TO BIDDERS

## 1. Rights of Public Entity

The Kunene Regional Council:

- 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:

- have a valid certified copy (NAMPOL) of company Registration Certificate;
- attach a valid copy(ies) (NAMPOL CERTIFIED) of the Company's owner's national identification document(s).
- have an original or valid certified copy (NAMPOL) of NAMRA good Standing Certificate;
- have an original or valid certified copy (NAMPOL) of BIPA good Standing Certificate
- have an original or valid certified copy (NAMPOL) of good Standing Social Security Certificate;
- have a valid certified copy (NAMPOL) 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 valid certified copy (NAMPOL) of certificate indicating SME Status (for Bids reserved for SMEs);
- submit signed bid securing declaration;

- 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;
- attach proof of confirmation of account from a Namibian Banking institution;
- 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 certificates and their corresponding award letters from previous employers; and

#### **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 should be deposited in the Quotation/Bid Box located at P/Bag 502 Opuwo Kunene Regional Council, Mbumbijazo Muharukua Street, Opuwo or forwarded by fax 065-273077, not later than **24 October 2024 at 11:00. Quotations by post or hand delivered should reach Kunene Regional Council Mbumbijazo Muharukua Street, P/Bag 502 Opuwo by the same date and time at latest 11h00. Late quotations will be rejected.** Quotations received by e-mail or fax 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**

[Not Applicable]

**14. Award of Contract**

The Bidder having submitted the lowest evaluated responsive quotation that is 0% above and not less than 10% below the engineer's estimates, with market related rates 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**

[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:	<b>Kunene Regional Council</b>
Procurement Reference Number:	W / RFQ / KRC - 05/2024
Subject matter of Procurement:	<b>Maintenance of Gravel Roads for Sestfontein Settlement</b>

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:**

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(5) and 56(2))**

**Date:** \_\_\_\_\_

**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 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**

#### **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.

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	-	1996	:	BITUMINOUS SURFACE TREATMENT
SABS 1200 MJ	-	1984	:	SEGMENTED PAVING
SABS 1200 MK	-	1983	:	KERBING AND CHANNELING
SABS 1200 MM	-	1984	:	ANCILLARY ROADWORKS

## **PART II: PROJECT SPECIFICATIONS**

### **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:

Gravel Wearing Course:	150 mm thick natural G6 gravel compacted to 95% of modified AASHTO density, with minimum CBR = 15 at 93% of modified AASHTO density. Material specification as per Technical Recommendation for Highway –TRH 20.
Roadbed Preparation:	150 mm thick rip and re-compact in-situ material compacted to 93% of modified AASHTO density, with minimum CBR = 25 at 95% of modified AASHTO density. <b>(Provisional)</b>

Light and heavy blading of 2.0 km of gravel road network with maximum Four (4) blades per road.

### **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 D at the end of the RFQ Document.**

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## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/KRC-05/2024**

*[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.
2.
  - (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:

<u>DOCUMENT</u>	<u>ABBREVIATION</u>
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

ITEM NO	PAYMENT ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b><u>SECTION 1. PRELIMINARY AND GENERAL</u></b>				
	<b>SANS 1200A</b>	<b>PRELIMINARY AND GENERAL</b>				
	8.4	<b><u>SCHEDULED TIME-RELATED ITEMS</u></b>				
	8.4.1	<b>Contractual Requirements</b>	Sum	1		
	8.4.2	<b>Operate and maintain facilities on the Site</b>				
	8.4.2.2	<b>Facilities for Contractor for duration of construction, except where otherwise stated</b>				
		(a) All inclusive	month	1		
	8.5	<b><u>SUMS STATED PROVISIONALLY BY ENGINEER</u></b>				
	PSA 8.5.1	<b>a) Tests ordered by the Engineer</b>				
		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	<b><u>TEMPORARY WORKS</u></b>				
	8.8.2	<b>Dealing with traffic in accordance with the specifications and drawings</b>	l/sum	1		
<b>TOTAL CARRIED TO SUMMARY</b>						

ITEM NO	PAY ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b><u>SECTION 3. ROADWORKS</u></b>				
	<b>SANS 1200DM</b>	<b><u>EARTHWORKS</u></b>				
	PSDM 8.3.18	<b>Blading of gravel roads</b>				
		a) Light blading	bl-km	12,00		
		b) Heavy blading	bl-km	12,00		
	<b>SANS 1200DM</b>	<b><u>EARTHWORKS</u></b>				
	8.3.3	<b><u>Treatment of Roadbed</u></b>				
		a) Roadbed preparation and compaction of material to:				
		(i) minimum 90% of Mod AASHTO density	m <sup>3</sup>			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 95% Mod AASHTO density to a depth of 150mm	m <sup>2</sup>			Rate Only
		<b><u>Spot gravel repair gravel roads: -</u></b>				
	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	m <sup>3</sup>			Rate Only
		<b><u>Re-gravelling</u></b>				
	8.3.16	<b><u>Roads A-M (2070m)</u></b>				
		Gravel Wearing Course Surface layer				
		150mm thick Gravel Wearing course layer compacted to 93% Mod AASHTO	m <sup>3</sup>	1 863,00		
		Re-gravelling				
<b>TOTAL CARRIED TO SUMMARY</b>						

ITEM NO	PAY ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		<b><u>SECTION 4. ANCILLARY ROADWORKS</u></b>				
	SANS 1200MM	ANCILLARY ROADWORKS				
	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	m <sup>2</sup>	75		Rate Only
<b>TOTAL CARRIED TO SUMMARY</b>						



**SUMMARY OF SCHEDULE OF QUANTITIES:**

SECTION	DESCRIPTION	AMOUNT
1	PRELIMINARY AND GENERAL	N\$ _____
2	ROADS	N\$ _____
3	ANCILLARY ROADWORKS	N\$ _____
<b>SUB TOTAL</b>		<b>N\$ _____</b>
ADD: 5% to subtotal as a provisional sum to cover the cost of contingencies		N\$ _____
<b>SUB TOTAL</b>		<b>N\$ _____</b>
ADD: VAT at 15% to TOTAL TENDER SUM		N\$ _____
<b>TOTAL: TENDER SUM (INCLUDING VAT) CARRIED TO FORM OF TENDER</b>		<b>N\$ _____</b>

**Priced Activity Schedule Authorised By:**

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

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

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

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	Maintenance of gravel roads for Sesfontein Settlement		
2	All items on stated on the Priced Activity Schedule		

\* 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. **G/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: \_\_\_\_\_

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)	<b>The Kunene Regional Council</b>
Intended Completion Date GCC	The intended completion date is: 60 days from the date of Purchase Order.
Project Manager GCC 1.1(y)	<b>Arovar Project Engineers</b> arovar@iway.na Contact: Mr. Avril Rhodes, +264 81 474 3893
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 Construction of low volume sealed roads for Sesfontein Settlement

<b>GCC Clause Reference</b>	<b>Special Conditions</b>
<b>Interpretation GCC2.3</b>	The following additional documents shall form part of the contract: Bid Document and Purchase Order.
<b>Language and Law GCC 3.1</b>	The language of the contract is English The law that applies to the Contract is the law of Namibia.
<b>Project Manager's Decisions 4.1</b>	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.
<b>Delegation GCC 5.1</b>	The Project Manager may delegate his/her duties.
<b>Notices GCC 6</b>	Any notice shall be sent to the following addresses: For the Employer: Kunene Regional Council Procurement Management Unit Mbumbijazo Muharukua Street P/Bag 502, Opuwo 065-273 950 <b>Email: pmu.kunenerc@gmail.com</b> For the Contractor: Company Name: _____ Contact Person: _____ Tel. / Cell. no: _____ Email: _____
<b>Insurance GCC 13.1</b>	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:  <ul style="list-style-type: none"> <li>(a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc...)</li> <li>(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.</li> <li>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection</li> </ul>

<b>GCC Clause Reference</b>	<b>Special Conditions</b>
	<p>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).</p> <p>(d) for personal injury or death:</p> <p>(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>(ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</p> <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>
<b>Intended Completion Date</b> <b>GCC 16.1</b>	The Intended Completion Date for the whole of the Works shall be: 60 days from date of site handover.
<b>Possession of the Site</b> <b>GCC 20.1</b>	The Site Possession Date shall be: 7 days after issuing of Purchase Order
<b>Procedure for Disputes</b> <b>GCC 24</b>	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.
<b>Program</b> <b>GCC 25.1</b>	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 Clause Reference	Special Conditions
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	“Multiple 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 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 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 4% per week.  The maximum amount of liquidated damages for the whole of the Works is amount based on a maximum number of weeks 10% maximum of 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.

<b>GCC Clause Reference</b>	<b>Special Conditions</b>
<b>GCC 56.1</b>	Operating and maintenance manuals should be supplied to the employer by the contractor not later than: Provided during hand over.
<b>GCC 59.1</b>	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 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;		
Have a certificate indicating SME Status (for Bids reserved for SMEs);		
Submit signed Bid-securing Declaration.		
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Two reference letters of past similar projects		
Letter of Credit		
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 is a 4-stage process namely:

**A Administrative Compliance Check:** Full compliance is required to proceed to step B. Pass/ Fail Criteria.

**B Technical Compliance Check:** 80% or more compliance is required to proceed to step C. Pass/ Fail Criteria.

**C Financial Soundness Check:** Full compliance is required to step D. Pass/ Fail

Criteria. Bidders passing stage C are determined to be **Substantially Responsive**.

**D Determination of Lowest Evaluated and Substantially Responsive Bid.**

### STAGE A

#### ADMINISTRATIVE COMPLIANCE CHECK:

The following criteria apply and can be used as a check sheet by bidders.

Criteria	Yes	No	Remark/s
Original <b>typed or written in ineditable ink, in English and signed by the person duly authorized to sign on behalf of the Bidder</b>			
Bid document is <b>duly filled, signed and dated at each place where required. All pages</b> of the bid document, except for non-amended printed descriptive literature, <b>are</b>			
Bidder submitted a <b>Bid Securing Declaration</b>			
Bidder has made a <b>Written undertaking in terms of Section 138 of the Labour Act, 2015 and Section 50[2][D] of the Public Procurement Act, 2015.</b>			
Bidder has submitted a <b>Company Registration Certificate</b> that indicates the <b>stream of business</b> relevant to the procurement activity.			
An original valid or certified copy of a valid <b>“Good Standing Tax Certificate”</b> or an original valid letter or certificate from the <b>Ministry of Finance</b> , Directorate: Inland			
An original or certified copy of a valid <b>“Good Standing Certificate”</b> from the <b>Social Security Commission.</b>			
Have a valid certified copy of <b>Affirmative Action Compliance Certificate</b> , proof from Employer Equity Commissioner that bidder is not a relevant Employer, or exemption issued			

A certificate indicating <b>SME Status</b> (for Bids reserved for SMEs);			
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.			
<b>Bidder status (Pass/Fail)</b>			

**The bidder must pass the Administrative Check sheet to be considered for the Technical Compliance Check.**

**STAGE B  
TECHNICAL COMPLIANCE CHECK**

<b>ITEM No.</b>	<b>EVALUATION CRITERIA [100%], PASSING [80%]</b>	<b>Weight (%)</b>	
1	The contractor must have successfully completed a minimum of 2 projects of similar type and complexity in terms of services construction within the last 5 years: 2 Projects = 20 1 Project = 10 not meeting the criteria = 0	20	
2	The contractor must have successfully completed a minimum of 2 projects above NAD 500,000 in value within the last five years: 2 Projects = 20 1 Project = 10 not meeting criteria = 0	20	
3	The Foreman must have experience of a minimum of 2 projects of similar type and complexity in terms of roads construction or maintenance within the last 5 years: 2 Projects = 20 1 Project = 10 not meeting the criteria = 0	20	
4	Construction Program depicting the sequence of works and resources: Submitted Program = 10	10	

	not meeting the criteria = 0		
5	Proof of Financial Resources: Evidence of access to financial resources to meet the project financial demands [20% of the bid price available at commencement] irrevocable letter of credit from financial institution. Submitted Letter of Credit/intent with sufficient financial resources = 15 not meeting the criteria = 0	15	
6	Proof of General Construction Equipment. Submitted Proof = 15 not meeting the criteria = 0	15	
<b>Total Points (%)</b>			
<b>Bidder status (Pass/Fail)</b>			

**The bidder must pass the Technical Compliance Check to be considered for the Financial Evaluation.**

**STAGE C  
FINANCIAL EVALUATION SHEET**

ITEM No.	EVALUATION CRITERIA	YES	NO
1	Is the bidder's bid price 10% above and not less than 10% below the Kunene Regional Council's construction cost estimate? Yes = Pass No = Fail		
<b>Bidder status (Pass/Fail)</b>			

**The bidder must pass the Financial Evaluation Sheet to be considered for the Lowest Substantially Responsive Ranking.**

**STAGE D**

**Determination of Lowest Evaluated and Substantially Responsive Bid**

Bidders that have progressed through stages A, B and C are determined to be Substantially Responsive.

The lowest Evaluated Bid will be determined by correcting all bid offers, subtracting any potential discounts and selecting the bidder with the lowest responsive evaluated bid will be selected for award.

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**ANNEXURE A**  
**DRAWINGS**



