

PROCUREMENT MANAGEMENT UNIT

For the **Oranjemund Town Council**

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

BIDDING DOCUMENTS

Issued on: 16/04/2024

For

REMOVAL AND TRIMMING OF AGEING TREES POSING POTENTIAL HAZARD IN ORANJEMUND TOWN

FREE

Procurement Reference No: W/RFQ/ORTC-05/2023/24 Closing date & Time: Monday, 6 May 2024 at 15h00

PARTICULARS OF BIDDER			
Business Name:			
Postal Address:			
Telephone No:			
Cell No.:			
Fax No.:			
Contact Person:			
E-Mail Address:			
Bid Price:			

INFORMATION TO THE BIDDERS:

Bidders shall enclose **One** (1) **Bidding document** with all necessary supporting documents in a single sealed envelope with the Procurement Reference Number "W/RFQ/ORTC-05/2023/24" The inner and outer of the envelope shall bear the Bidder's name and address, to be deposited in the Bid Box at the Oranjemund Town Council, corner of 8th Avenue and 12th Street, on or before **Monday**, 6 **May** 2024 at 15h00

Evi-Maria Nakanyala PROCUREMENT MANAGEMENT UNIT



Oranjemund Town Council

C/o 8th and 12th Avenue, Box 178, Oranjemund | Tel: +264 63 233 500 Fax: +264 63 233501

LETTER OF IN	VITATION
W/RFQ/ORTC-05/2023/24	Tuesday, 16 April 2024
Dear Prospective Bidder,	
REMOVAL AND TRIMMING OF AGEING TREE ORANJEMUND TOWN	POSING POTENTIAL HAZARD IN
Oranjemund Town Council invites you to submit your hereunder.	quotation for the items described in detail
Note that any resulting contract shall be subject to the to Queries, if any, should be addressed to <i>Mrs. Evi</i> head.pmu@ormdtc.com.na <i>P.O Box 178, Oranjemund</i> in sealed envelope marked Quotation Reference No W/R	Maria Nakanyala, Head of Procurement on Tel +264 63 233 500. Document to be submitted
Your quotation should reach the Oranjemund Town Counc	il on or before the 06 May 2024, by 15h00 at latest
Yours faithfully,	
Evi Maria Nakanyala PROCUREMENT MANAGEMENT UNIT	

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Oranjemund Town Council

Oranjemund Town Council reserves the right:

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

2. Preparation of Quotations

You are requested to quote for the works mentioned in Section III, by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your Quotation.

Validity of Quotations

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

3. Eligibility Criteria

To be eligible to participate in this Bidding, you should attach the following:

- (a) Originally Certified Copy of a Close Corporation Certificate (issued in terms of Act 26 of 1988) or Founding Statement or any other relevant Company Registration Certificate. These Certificates should clearly indicate the goods/services that the Supplier/Bidder is registered to render;
- (b) Have a valid original or valid originally certified copy of a good Standing Tax Certificate from NAMRA;
- (c) Have a valid original or valid originally certified copy of Good Standing Certificate from the Social Security Commission;
- (d) have a valid originally 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 written undertaking as contemplated in section 138(2) of the Labour Act, 2007;
- (f) have a valid originally certified copy of a fitness from any Namibian Local Authority or Ministry of Health & Social Services;
- (g) Submit signed Bid-securing Declaration.
- (h) Must have at least one employee certified to work at heights, attach proof of originally certified copy of working at heights.
- (i) The Bidder is required to visit and examine the site of works and its surroundings and obtain for itself, at its own risk and responsibility, all information that may be necessary for preparing the bid and entering into a contract for repair and maintenance of works.

The costs of visiting the site shall be at the Bidder's own expense.

4. Bid Securing Declaration

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

5. Works Completion Period

The completion period for works shall be *Two (2) weeks* after acceptance and issue of Purchase Order. Deviation in completion period shall be considered if such deviation is reasonable.

6. Sealing and Marking of Quotations

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

7. Submission of Quotations

The closing date for the quotations is 6th May 2024 at 15:00 (Namibian time) late quotations will be rejected. Electronic submissions/quotations will not be accepted.

Place of closing is:

The Quotation/Tender Box at the entrance foyer

Oranjemund Town Council

Corner of 8th Avenue & 12th Street,

Oranjemund, Namibia

8. Opening of Quotations

Quotations will be opened internally by Oranjemund Town Council immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Securing Declaration, will be kept by Oranjemund Town Council.

9. Evaluation of Quotations

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

10. Technical Compliance

The Specifications and Compliance Sheet details the minimum specifications of the works to be carried out. The specifications have to be met, but no credit will be given for exceeding the specifications.

11. Prices and Currency of Payment

Prices for the execution of works shall be fixed in Namibian Dollars as quoted.

Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

12. Margin of Preference

[Not Applicable]

13. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

14. Performance Security

[Not applicable]

15. Notification of Award and Debriefing

Oranjemund Town Council shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award via provided E-mails. Furthermore, Oranjemund Town Council shall attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award.

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

Date

[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:		Oranjemu	nd Town Council
Procurement Reference Nu	ımber:		ГС-05/2023/24
Subject matter of Procurer	nent:	AGEING T POTENTI	L AND TRIMMING OF FREE POSING AL HAZARD IN MUND TOWN
We offer to execute the and conditions stated in			rements, in accordance with the term enced above.
We confirm that we are of specified in Section 1: In		this Quotation ex	xercise and meet the eligibility criteri
	•		pliers as provided under the Publi on of any resulting contract.
attached hereto and su	bscribe fully to the to scription could lead [f	erms and condit	ty/Bid Securing Declaration (BSD ions contained therein. We further ecurity amount / disqualification o
The validity period of ou submission deadline.	r Quotation is	days [insert ni	umber of days] from the date of the bi
	•	•	ale are fixed and firm and will not be ior to the expiry date of the quotation
Works will commence v Order/ Letter of Accepta		_[insert number	J days from date of issue of Purchas
Works will be completed Order/ Letter of acceptan	· · · · · · · · · · · · · · · · · · ·	[insert numbe	er] days from date of issue of Purchas
Quotation Authorised	oy:		
Name of Bidder	-	Company's A	ddress and seal
Contact Person			
Name of Person Authori	sing the Quotation:	Position:	Signature:

Phone No./E-mail

BID SECURING DECLARATION

(Section 45 of Act) (Regulation

	37(1) (b) and 37(5))
Date:	
Procu	rement Ref No.:W/RFQ/ORTC-05/2023/24
To: O	ranjemund Town Council P.O Box 178 – Corner of 8th Avenue & 12th Street, Oranjemund, NAMIBIA
	understand that in terms of section 45 of the Act a public entity must include in the bidding document juirement 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
	:signature of person whose name and capacity are shown]
Capaci [indica	ty of: te legal capacity of person(s) signing the Bid Securing Declaration]
Name:	

Dated on _____day of ______

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

[insert complete name of person signing the Bid Securing Declaration]

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



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:

PROCUREMENT DETAILS 2.

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:

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

SECTION III: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

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

REMOVAL AND TRIMMING OF AGEING TREE POSING POTENTIAL HAZARD IN ORANJEMUND TOWN

PS 1 GENERAL DESCRIPTION OF THE WORKS

- E22-11 Safely cutting down a tree, chopping it into small pieces and digging out the stamp taking all residues to the dumbing site.
- First street Etosha drive- Safely trimming three trees, chopping off all brunches over the house and taking all residues to the dumbing site.
- Flamingo drive 7 Safely cutting down three trees, chopping them into small pieces and digging out the stamp taking all residues to the dumbing site.
- E23-7 Safely cutting down a tree, chopping it into small pieces and digging out the stamp taking all residues to the dumbing site.

E31-13 - Safely trimming one trees, chopping off all brunches over the house and taking all

- residues to the dumbing site

 1. 1.2 Safaly outting down a trace charming it into small pieces and digging
- 3-13 Safely cutting down a tree, chopping it into small pieces and digging out the stamp taking all residues to the dumbing site.
- $55 1^{st}$ Safely trimming three trees, chopping off all brunches over the house and taking all residues to the dumbing site.
- Care of the Works until the issue of the Practical Completion certificate and rectifying defects during the Defects Liability Period.

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

The Contractor is responsible for protecting his works against damages by the general public during the execution of works. Damages may generally be prevented by not letting incomplete works lay open for long periods of time. The Public Entity will not be held liable for any damages or harm that may arise during the execution of works.

PS 2 DESCRIPTION OF THE SITE AND ACCESS

The description of the site is as follows:

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

1. AVAILABLE SITE FACILITIES

Services

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

Camp Site

N/A

SPOIL SITES

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

2. STANDARD SPECIFICATIONS

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

SECTION IV: PRICED ACTIVITY SCHEDULE

REMOVAL AND TRIMMING OF AGEING TREE POSING POTENTIAL HAZARD IN ORANJEMUND TOWN

Procurement Reference Number: W/RFQ/ORTC -05/2023/24

No	Description	Qty	Unit rate (N\$)	15% VAT	Total Amount (N\$)
1	• E22-11 - Safely cutting down a tree, chopping it into small pieces and digging out the stamp taking all residues to the dumbing site.	sum	-	-	
2	• First street Etosha drive- Safely trimming three trees, chopping off all brunches over the house and taking all residues to the dumbing site.	sum	-	-	
3	• Flamingo drive 7 - Safely cutting down three trees, chopping them into small pieces and digging out the stamp taking all residues to the dumbing site.	sum			

	• E23-7 - Safely				
4	cutting down a tree, chopping it into small pieces and digging out the stamp taking all residues to the dumbing site.	sum			
5	• E31- 13 - Safely trimming one trees, chopping off all brunches over the house and taking all residues to the dumbing site	sum			
6	• 3 – 13 Safely cutting down a tree, chopping it into small pieces and digging out the stamp taking all residues to the dumbing site.				
7.	• 55 – 1 st - Safely trimming three trees, chopping off all brunches over the house and taking all residues to the dumbing site.	sum			
8.	• Other cost	Sum			
		sum			
		Total	l Amount (V	AT INCL.)	

Name of Bidder		Company's Address and S	tamp
Contact Person			
Name of Person A	Authorising the Quotation:	Position:	Signature:

Date	Phone No./E-mail	

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: W/RFQ/ORTC -05/2023/24

[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	Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A^*	<i>B</i> *	C	D
1	E22-11 - Safely cutting down a tree, chopping it into small pieces and digging out the stamp taking all residues to the dumbing site.		
2	First street Etosha drive- Safely trimming three trees, chopping off all brunches over the house and taking all residues to the dumbing site		
3	• Flamingo drive 7 - Safely cutting down three trees, chopping them into small pieces and digging out the stamp taking all residues to the dumbing site.		
4	E23-7 - Safely cutting down a tree, chopping it into small pieces and digging out the stamp taking all residues to the dumbing site.		
5	• E31-13 - Safely trimming one trees, chopping off all brunches over the house and taking all residues to the dumbing site		
6	• 3 – 13 Safely cutting down a tree, chopping it into small pieces and digging out the stamp taking all residues to the dumbing site.		

7	• 55 – 1 st - Safely trimming three trees, chopping off all brunches over the house and taking all	
	residues to the dumbing site.	

Specifications and Compliance Sheet Authorised By:

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

^{*} Columns A and B to be completed by Public Entity.

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/ORTC-05/2023/24) available on the website of Procurement Policy Unit (http://www.mof.gov.na/procurement-policy-unit) except where modified by the Special Conditions below.

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: W/RFQ/OTC -05/2023/24

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

GCC Clause Reference	Special Conditions
GCC 2.2	Sectional Completions are: NOT APPLICABLE
Interpretation	
GCC2.3	The following documents also form part of the Contract:
	1. Appointment Letter
	2. Performance Guarantee
	3. All Risk Insurance
Language and	The language of the contract is English
Law GCC 3.1	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	Any notice shall be sent to the following addresses:
GCC 6	For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be

GCC Clause Reference	Special Conditions			
	Oranjemund Town Council P.O Box 178 – Corner of 8th Avenue & 12th Street, Oranjemund, NAMIBIA 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: Not applicable			
	(a)	for the Works, Plant and Materials:		
	Full amount of the works plus 10%			
	(b)	for loss or damage to Equipment:		
	The replacement value of the equipment contractor intends to use on site until the taking the Employer.			
	(c)	for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract		
		Replacement 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: (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.		
		(e) for loss or damage to materials on-site and forwhich payment have been included in the InterimPayment 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.			

GCC Clause Reference	Special Conditions
Site Data GCC 14.1	The site Data shall be: Available to successful bidder.
Possession of the Site	The Site Possession Date(s) shall be:
GCC 20.1	DATE OF SITE HANDOVER
Procedure for Disputes GCC 24	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by a judge in Chambers of Namibia.
	The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties".
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates <i>shall</i> be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: One year from the practical completion date.
Payment Certificates GCC 39.7	Payment shall be made after the completion of works.
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	The meaning of "exceptionally inclement weather" will be deemed to be weather which in not only extreme or severe but exceeding that which, on evidence of past years, could reasonably not have been expected.
GCC 41.1 (l)	The contractor is, in addition to the above, to make allowance for normal vagaries of the weather in the programming of the Works.
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	The proportion of payments retained is ten (10) percent of the value of the work and materials valued, until such time as the amount retained equals 5 (five) percent of the contract sum, excluding VAT.
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are . N\$ 100/ day.

GCC Clause Reference	Special Conditions
	The maximum amount of liquidated damages for the whole of the Works is 10% of the contract price.
Bonus GCC 47.1	The rate for the Bonus per calendar day is: Not Applicable
Advance Payment GCC 48.1	No advance payment shall be made
Performance Security GCC 49.1	(i) A Performance Security in the form of a Bank Guarantee representing 10 % of the contract value: N/A
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: 10 %

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ/ORTC -05/2023/24

Description	Attached	Not Attached
Have a valid company Registration Certificate;		
Have an original valid good Standing Tax Certificate;		
Have an original valid good Standing Social Security Certificate;		
Have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
Submit a signed Bid-securing Declaration.		
Quotation letter on the company letter head		
Priced and signed Activity Schedules		
Schedule of all work activities		
Specification and Compliance Sheet		
Compulsory Site Visit Certificate		

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.