



MUNICIPALITY OF SWAKOPMUND

Ref No: 13/2/4/4/3

Enquiries: Mr A Kationdorozi

 (064) 4104104
 Fax2email: 0886519142
 53 Swakopmund
NAMIBIA

 www.swkmun.com.na
 pmu@swkmun.com.na

DEPARTMENT OF HEALTH SERVICES SEALED QUOTATION FOR GOODS

PROCUREMENT
REFERENCE NO.:

W/RFQ/SM-008/2024

SUBJECT
MATTER:

CONSTRUCTION OF 149 JUBILEE BIN CONCRETE
SLABS

INVITATION:

The Municipality of Swakopmund invites you to submit your sealed quotation with the best offer for the procurement as per specifications in the prescribed document available.

SEALING &
MARKING OF
QUOTATIONS

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Municipality of Swakopmund with the Bidder's name and contact information at the back of the envelope

SPECIFICATIONS:

As per specified documentation
Only quotations made on the official document will be accepted.

LEVY

NONE

ENQUIRY

Mr Abel Kationdorozi, Manager: Health Services & Solid Waste Management
☎: +264 811431919 or ☎+264 64 4104502 or
✉ pmu@swkmun.com.na

DOCUMENTATION:

Documents are available on the official Swakopmund Municipality Website: www.swakopmund.com.na or you can contact the Procurement Management Unit of the Swakopmund Municipality for an electronic copy.

SUBMISSION OF
SEALED
QUOTATIONS

Wednesday, 22 May 2024 @ 11H00

Yellow Quotation Box located in the foyer of the
Municipal Head Offices, cnr Rakatoka Street & Daniel Kamho Avenue,
Swakopmund

29 April 2024
DATE OF INVITATION

L N Mutenda
GENERAL MANAGER: HEALTH SERVICES & SOLID WASTE
MANAGEMENT



Request for Sealed Quotations for Works

CONSTRUCTION OF 149 JUBILEE BIN CONCRETE SLABS

Procurement Reference No:
W/RFQ/SM-008/2024

Date of Issue: 29 April 2024

BIDDER'S NAME	
CONTACT DETAILS	TEL:
	E MAIL:
TOTAL QUOTED AMOUNT EXCLUSIVE OF VAT	N \$
TOTAL QUOTED AMOUNT INCLUSIVE OF VAT	N \$

Municipality of Swakopmund
Procurement Management Unit
Municipal Head Office
cnr Rakotoka Street & Daniel Kamho Avenue
P O Box 53
Swakopmund, Namibia

Tel: +264 64 410 4408

| Fax: +264 64 0886519137

| Website: www.swkmun.com.na



MUNICIPALITY OF SWAKOPMUND

Ref No: 13/2/4/4/3

Enquiries: A Kationdoro zu

 (064) 410 4400
 0886519137
 53 Swakopmund
NAMIBIA
 www.swkmun.com.na
 pmu@swkmun.com.na

Letter of Invitation

29 April 2024

Company Name : _____
Postal Address : _____
Contact Person : _____
Contact Number : _____
E-mail : _____

Procurement Reference No.: W/RFQ/SM-008/2024

Dear Sir/Madam,

REQUEST FOR QUOTATION: CONSTRUCTION OF 149 JUBILEE BIN CONCRETE SLABS

The Municipality of Swakopmund invites you to submit your best quote for the works described in detail hereunder.

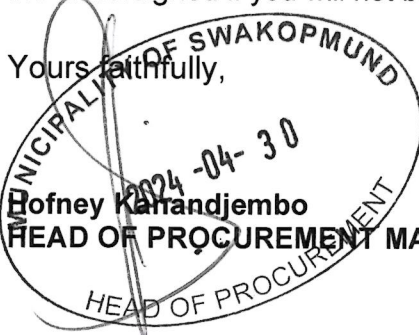
Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to Manager: Health Services & Solid Waste Management, Mr Abel Kationdoro zu, Office B1-18 and Office telephone no 064-410 4502 or e-mail: pmu@swkmun.com.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,


Hofney Karandjembo
HEAD OF PROCUREMENT MANAGEMENT UNIT



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Municipality of Swakopmund 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 Sealed 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 **90 days** from the date of bid submission deadline.

4. Eligibility Criteria

To be eligible to participate in this Quotation exercise, the bidder shall submit with this document:

- (a) a certified copy of a valid company Registration Certificate;
- (b) an original or a certified copy of a valid good Standing Tax Certificate;
- (c) an original or a certified copy of a valid Good Standing Social Security Certificate;
- (d) a certified copy of a valid 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) a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (f) Submit a signed Bid Securing Declaration.
- (g) a copy of a valid "Registration Certificate" from a Local Authority Health Department or Ministry of Health & Social Services
- (h) For bids providing labour services, documents shall be submitted to demonstrate having a **Health and Safety Programme** in place in full compliance with the health and safety requirements as provided for in Chapter 4, of the Labour Act, (Act 11 of 2007) and the Health and Safety Regulations, (GN NO. 156).

W/RFQ/SM-008/2024: CONSTRUCTION OF 149 JUBILEE BIN CONCRETE SLABS

- (i) Interested bidders must provide proof of experience working Building Construction Projects. The proof must be submitted in the form of two reference letters from Clients for the completion of structural projects dealing with concrete. The reference letter should be obtained in the past 4 years and should contain names and contact details of clients who may be contacted for further information. The value combined must exceed or be equal to the value of this bid.
- (j) Proof must be provided for a Site Manager/Supervisor with 2 years' experience in works of an equivalent nature and volume.
- (k) Written Power of Attorney that the undersigned person is herewith granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process. Note: Not Applicable to Sole Owners of entities'
- (l) Copies of documents not certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963) will not be accepted.
- (m) All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.
- (n) Please take note that all pages of the standard bidding document must be initialled and initial all the supporting documents including company profiles, brochures, etc.
- (o) Only requested documents will be accepted and receipts or proof of application of any such documents will not be accepted. E.g Good standing Tax, social security and fitness certificate.
- (p) A Bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.
- (q) Bids from service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available at:

- Republic of Namibia, Procurement Policy Unit
<https://egp2.gov.na/forms/SearchSuspendedBidders.jsf>
- African Development Bank
<https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures>
- Asian Development Bank
<http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&count=999>
- European Bank for Reconstruction and Development
<http://www.ebrd.com/pages/about/integrity/list.shtml>

- Inter-American Development Bank Group
<http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html>
- World Bank Group
<http://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

5. Bid Securing Declaration

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process. The bidder shall furnish as part of its quotation, a Bid Securing Declaration as per the format contained in Appendix to Quotation Letter of this document.

6. Works Completion Period

The completion period for works shall be **2 months** after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted.

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 Yellow Quotation Box located in the foyer of the Municipal Head Offices, cnr Rakotoka Street & Daniel Kamho Avenue, Swakopmund not later than **11:00 on Wednesday, 22 May 2024**

Quotations by post or hand delivered should reach Municipal Head Offices, cnr Rakotoka Street & Daniel Kamho Avenue, Swakopmund 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 Security/Bid Securing Declaration, will be posted on the notice board of the Swakopmund Municipality and available to any bidder on request within three working days of the Opening.

10. Evaluation of Quotations

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

11. Technical Compliance

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

12. Prices and Currency of Payment

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

13. Margin of Preference

- a. The applicable margins of preference and their application methodology are as follows:

Category	Margin of preference	Documentary evidence
Manufacturer	2%	- Certificate of registration from a registering authority -Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant
MSME	1%	- SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
Women owned enterprise	1%	- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
Youth owned enterprise	2%	- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian youth ownership
PDP owned enterprise	2%	- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership
Supplier promoting Environmental protection	1%	- declaration and proof that the bidder meets the requirements set out in the bidding document
Service rendered by Namibian citizens	1%	- declaration that the bidder employs 50% or more Namibian citizens

TOTAL	10%	
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14. Enquiries

- a. All enquiries in connection with this bid document shall be directed in writing (e-mail is acceptable) to the contact person(s) as listed in the Invitation Letter with a cut-off date of three calendar days before the bid submission deadline.
- b. Replies to enquiries will be issued to all bidders and potential bidders in the form of addenda to be *initialled* and submitted by bidders as part of the bid document.
- c. Any verbal information given or perceived to have been given shall not be binding in the Municipality of Swakopmund or its consulting engineers

15. Validity of Document

Any bid document, as a condition for its validity;

- a. Must comprise of the original bid document supplied by the Procurement Management Unit and shall be duly filled in, duly signed and dated at each place (so indicated). Any annexures that a bidder submits, inclusive of all coloured brochures, shall all be signed or initialled.
- b. Must be filled in and signed using indelible ink (no correction fluid or pencil may be used); if this condition is not applied such bid will be viewed as incomplete/invalid and will not be considered.
- c. All correction made shall be crossed out and initialled next to the correction.

16. Site Clarification Meeting

Not applicable

17. 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.

18. Performance Security

Not applicable

SECTION II: QUOTATION LETTER

*[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:	Municipality of Swakopmund
Procurement Reference Number:	W/RFQ/SM-008/2024
Subject matter of Procurement:	CONSTRUCTION OF JUBILEE BIN SLABS

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 *[insert number of 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 _____ *[insert number]* days from date of issue of Purchase Order / Letter of Acceptance.

Works will be completed within _____ *[insert number]* 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: _____

Procurement Ref No.: **W/RFQ/SM-008/2024**

To: Municipality of Swakopmund, cnr Rakotoka Street & Daniel Kamho Avenue, P O Box 53 Swakopmund

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: _____

Capacity of: _____

Name: _____

Duly authorized to sign the
bid for and on behalf of: _____

Dated on _____ day of _____

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***

SECTION III: STATEMENT OF REQUIREMENTS

1. SCOPE OF WORKS

1.1 Target Area

Central Business District (CBD)

Refer to Drawings below:

- DB0 - CONSTRUCTION OF DUST BIN SLABS
- LOCALITY MAP - STREET BIN MAP

1.2 Description of Works

This Contract covers the supply of all building material and construction of a 149 Dust Bin Concrete Slabs. The basic layout of the dust bins are indicated in the Locality map. The exact positions to be indicated on site to the successful bidders.

The Dust Bin Slabs are to be constructed by means of cutting a neat square recess, using a diamond cutting blade, into the existing paving on the various sidewalks indicated on the locality map. The paving to be removed and loose sand swept out. A DPC membrane to be placed in the recess and basic shuttering to be placed. The new dust bin slab to be cast using 30MPa concrete 40mm above the surface of the existing paving. A 25mm chamfer to be brought about to all exposed concrete corners. The top surface of the concrete slab to receive a wood floated finish.

After the concrete slab has dried sufficiently and finished off, the supplied dust bin to be installed on the various locations indicated. The dust bin to be mounted using M12x60 coat screws and washers installed into slab using fisher plugs.

All Work shall be done in accordance with drawings listed. Engineering tender drawings are included for reference purposes. The Bills of Quantities provide the full specification of the work and the quantities thereof. Upon appointment all construction drawings will be issued to the successful bidder.

The Contractor should take note that the General Description of the Works serves to outline the extent of the works but does not limit the amount of work which may be required of the Contractor under this contract. Reference must be made to the Project Specifications, the Bills of Quantities, and the Tender Drawings for a more detailed description of the works.

The following activities will form part of the Contract:

- a) Establishment of Plant and Site Camp for the Contractor
- b) Setting out of the works
- c) Cutting into the existing paving of sidewalks with a diamond cutting blade.
- d) Preparation of the excavations.
- e) Placement of shuttering board to form square above paving.
- f) Installation of inserts or cutting/grinding of chamfers.
- g) Casting of concrete.
- h) Wood floated finish of top of concrete slab.

- i) Drill holes in slab and install supplied dust bin on slab using 12 x 60mm coat screws, washer and fisher plugs.
- j) Cleaning the site and handing over of works

Ambient Weather

The area under construction is known to have severe windstorms from east, and south to south-westerly winds, driving dust and / or sand. Contractor shall allow for a total of 10 calendar days for these foreseeable inclement physical conditions.

Electricity & Water

Temporary water and electricity as required must be provided for by the constructor to do the work in the various locations indicated. No temporary power and water connection will be allowed in this contract due to the small scale of the construction works.

Non-working Days

The Contractor shall not work on statutory Public Holidays and on Sundays.

1.3 Site Facilities Required

Contractor's Facilities

The works to be done is small per location. The contractor will be allocated a small space in the Solid Waste Management yard where the contractor will be allowed a small base camp if so required. The work and materials to be dispatched from this location. The contractor will not be allowed to establish a camp or facilities at the location where the dust bins are to be installed. This is to reduce the disruptions to a minimum.

The Contractor will be held responsible for any damages to the supply lines, cables, data line and fittings for the duration of the contract.

Restriction on the Use of Plant

The Contractor shall use only hand tools and hand-operated equipment in the construction. The use of Machinery as a replacement of labour shall be subject to the approval of the Employer.

1.4 Construction

Setting out of the Works

The FFL shall be in strict accordance with the provided drawings. The setting out of the Works shall be carried out according to the locality map provided and the final location shown to the contractor by the Municipal officials. The Contractor shall not scale dimensions from the Drawings but shall request from the Employers Agent any information which is not clearly stated on the Drawings.

Permissible Deviations

The permissible deviations for all concrete elements not to exceed 10mm.

1.5 Testing

Testing shall be done on the various materials in accordance with the relevant SABS 1200 specifications for testing, as amended to specifications.

1.6 Safety and Security on Site

Security

It shall be the responsibility of the Contractor to control access to the site during the execution of the Contract to prevent any unauthorised persons from entering the site.

Safety

The Contractor shall appoint a Responsible Person and forward name of such a person to the Project Manager in writing before any work may commence. The Responsible Person shall legally be responsible for all Occupational Health safety on site.

The Contractor will be responsible for the safety of his personnel and the site in general at all times. All laws, rules, and regulations including the Machinery and Occupational Safety Act shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public, and equipment.

Safeguarding of excavations

The responsibility of safeguarding of the works will remain with the contractor. The public will be prevented from damaging the slabs.

Existing Services

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced. All excavation will only be required to a depth of 60mm and it is very unlikely that this will interfere with any existing services.

The Contractor will be held responsible for any damage to "known" existing services caused by or arising out of his operations. Existing services will be considered "known" if it is either shown on the construction drawings or shown to the Contractor on site. The penalty for damage to a "known" existing service will be N\$ 5000.00 plus the cost of repairing and reinstating such service.

Site supervision and testing

The Contractor shall ensure that sufficient supervisory staff, the required transport, instruments, equipment, and tools are available to control works on site. The Project Manager or his representative will not act as supervisor, foreman or surveyor.

All construction activities shall be executed and supervised by suitably qualified and experienced personnel. The responsibility of proving quality of work lies with the Contractor. With the assistance of the Project Manager, an acceptable quality assurance system shall be implemented. The Contractor will be required to follow the procedures set by this QA system. Failure to do so will result in the rejection of work constructed in non-compliance with the approved QA system.

1.7 Disposal of spoil or surplus material

All costs related to the disposal of unwanted rubble and waste shall be deemed to be included in the tendered rates and no additional claims in this regard will be considered. Good quality surplus material obtained from on-site excavations and not used as selected fill upon instruction to do so can be spread on site upon approval of the Project Manager.

Building rubble waste shall be removed from site and be dumped at approved municipal waste disposal sites. Burning of any kind of waste on site will not be allowed.

1.8 Traffic control and access to property

The scale of the work is small. The contractor to set up the work in such a ways as to minimize interference with pedestrians and not cause them to walk into the street to pass the works.

1.9 Restoring surfaces

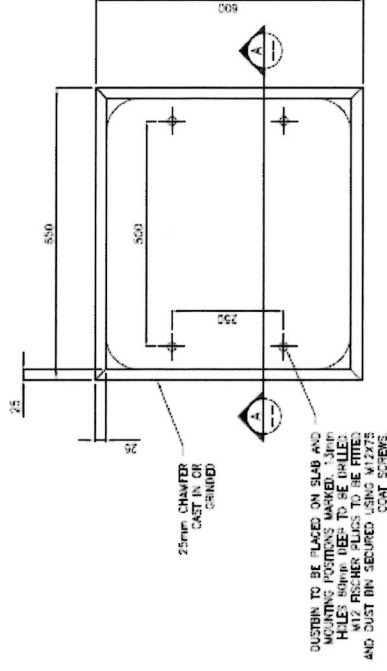
All rubbish, tools, tackle, plant, and material must be removed immediately from each section of the work as soon as it is completed. Each completed section of the work is to be left in a neat, tidy, and orderly state.

The Contractor will be held responsible for all damage to existing surfaces, kerbs and channels outside the specified excavation dimensions, and the work has to be restored at his own expense to the satisfaction of the Project Manager.

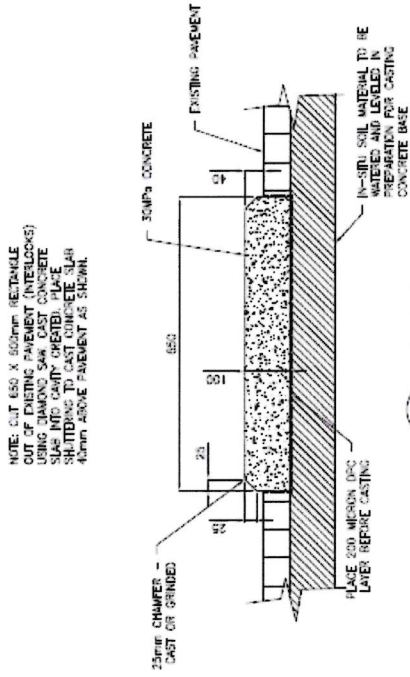
All other surfaces such as ramps and pavements shall be restored by the Contractor at his own expense to the satisfaction of the Project Manager.

Copyright

All records connected with or referring to the contract in any way shall become the property of the Employer in whom the copyright shall rest.



DUST BIN CONCRETE SLAB LAYOUT
 1:10



A SECTION
 Scale: 1:10

NOTE: CUT 650 X 500mm RETRAINABLE
 CUT OF EXISTING PAVEMENT (INTERLOCKS)
 USING DIAMOND SAW CAST CONCRETE
 SLAB INTO CANYON ORTED. PLACE
 SHUTTLING TO CAST CONCRETE SLAB
 40mm ABOVE PAVEMENT AS SHOWN.

IN-SITU SOIL MATERIAL TO BE
 WATERED AND LEVELLED IN
 PREPARATION FOR CASTING
 CONCRETE BASE

PAPER SIZE	A3
SCALE	AS-SHOWN
AMOUNTS	0
DRAWING No.	DB01

MAIN TITLE	CONSTRUCTION DUST BIN SLAB
SUB TITLE	LAYOUT & SECTION

DATE	16/04/2024	BY	AL/10/18
DESIGNED	AL/10/18	CHECKED	
DRAWN	AL/10/18	DATE	16/04/2024
SCALE	1:10	BY	AL/10/18
PROJECT	149 JUBILEE BIN CONCRETE SLABS	PREPARED BY	

Municipal Bin drawings in the project are the responsibility of Swakopmund and will not be copied or used without its prior written permission.			
DATE	16/04/2024	BY	AL/10/18
DESIGNED	AL/10/18	CHECKED	
DRAWN	AL/10/18	DATE	16/04/2024
SCALE	1:10	BY	AL/10/18
PROJECT	149 JUBILEE BIN CONCRETE SLABS	PREPARED BY	

MUNICIPALITY OF SWAKOPMUND
 P.O. BOX 23
 SWAKOPMUND
 TEL: 091 - 81 911
 FAX: 091 - 81 818

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Ref No.: W/RFQ/SM-008/2024

[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.

Item No	Brief Description of Works	Unit	QTY	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
1.	<u>SECTION 1 : PRELIMINARY AND GENERAL</u>				
	Fixed Charge Items				
1.1	Contractual requirements (Establishment of facilities on site)	Sum	1		
1.2	Demobilisation and housekeeping	Sum	1		
1.3	Main Signage board (1 No. One Sided)	Sum	1		
1.4	Facilities on site	Sum	1		
1.5	Ablution and latrine facilities	Sum	1		
1.6	Tools & Equipment	Sum	1		
1.7	Water supplies, electric and communications	Sum	1		
1.8	Control Tests as ordered by the Engineer	PC Sum	1		
	Time Related Items				
1.9	Water and Electricity	Sum	1		
1.10	Ablution and latrine facilities				
1.11	Site Security	Sum	1		
1.12	Supervision	Sum	1		
1.13	Any other time related obligations (list below)				
1.14	Control Tests as ordered by the Engineer	PC Sum	1		
TOTAL CARRIED OVER TO SUMMARY					

FOR BASIS OF ESTIMATE P & G'S ARE 10% OF ESTIMATE

Item No	Brief Description of Works	Unit	Quantity	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
2.	SECTION 2 : BUILDING WORKS				
	Alterations				
	Neatly cut 650 x 650mm rectangle out of existing pavement (interlocks) using diamond saw	No	149		
	Cart away surplus material	m ³	6		
	Levelling				
	In-situ soil material to be watered and levelled in preparation for casting concrete base	m ²	58		
	Shuttering				
	Smooth shuttering to sides of :				
	Concrete slab	m ²	37		
	Foundation				
	Construction of foundations for which cutting out of existing pavement have been measured elsewhere				
	30 MPa Concrete in footings including 25mm chamfer	m ³	6		
	250 Micron DPC under and sides of concrete slab	m ²	22		
	Fasteners				
	Dustbin to be placed on slab and mounting positions marked. 13mm holes 80mm deep to be drilled. M12 Fischer plug to be fitted and dust bin secured using M12 x 75 coat screws	No	149		
TOTAL CARRIED OVER TO SUMMARY					

Item No	Summary Description of Works	Total Price (N\$)
1.	SECTION 1 : PRELIMINARY AND GENERAL	
2.	SECTION 2 : BUILDING WORKS	
	Subtotal	
	Contingencies (15%)	
	Subtotal	
	** VAT @ 15%	
	Total	

Enter 0% VAT rate if VAT exempt.
(** mandatory)

Priced Activity Schedule Authorised By:

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

SECTION V: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Works (Ref: **W/RFQ-GCC**) on the website of the Procurement Policy Unit (www.mof.gov.na/procurement-policy-unit) except where modified by the Special Conditions below.

SECTION VI SPECIAL CONDITIONS OF CONTRACT

Procurement Ref No.: **W/RFQ/SM-008/2024**

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)	Municipality of Swakopmund. Employers' representative will be: General Manager: Health Services & Solid Waste Management, Ms. L. Mutenda.
Intended Completion Date GCC	The intended completion date is two months from the date of Purchase order/Letter of Acceptance.
Project Manager GCC 1.1(y)	The Project Manager is the Section head: Mr Kluivert Mwanangombe, Solid Waste Management
Site GCC 1.1(aa)	Central Business district (CBD) See attached locality map
Start Date GCC 1.1(dd)	The Start Date shall be confirmed upon Award.
Interpretation GCC 2.2	Not Applicable
Interpretation GCC2.3	No additional documentation is required.
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 representative 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 Clause Reference	Special Conditions
GCC 6	<p>For the Employer, the address and the contact name shall be: The Chief Executive Officer, Municipality of Swakopmund, PO Box 53, Swakopmund (For Attention – Mr Lydia Mutenda, General Manager: Health services & Solid Waste Management)</p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contract name shall be:</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 joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> (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 for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. <i>It will extend to the property of the Procuring Entity as well).</i> (d) for personal injury or death: <ul style="list-style-type: none"> (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 payment have been included in the Interim Payment Certificate, where applicable.

GCC Clause Reference	Special Conditions
	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 Data shall be the As-built drawings of the underground Municipal services (water and sewer). Electrical services to be obtained from Erongo RED.
Possession of the Site GCC 20.1	The Site Possession Date shall be the date of the Purchase Order/ Letter of Acceptance.
Appointment of the Adjudicator GCC 23	To be arranged by mutual consent between the Contractor and Employer when required yet shall consist of Namibian members and shall resolve issues within Namibian courts.
Procedure for Disputes GCC 24	If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then 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 shall be required on a weekly basis on the format supplied by the Project Manager.
Defects Liability Period GCC 33.1	Not Applicable
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. However, payment can also be made as per % progress of works without payment for materials on site, with prior consultation and approval from the Project Manager.
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: <ul style="list-style-type: none"> (a) the payment certificate; and (b) a certificate of Completion of the Works. (c) proof of ownership of material claimed on Site. (d) cession of ownership for material on Site.

GCC Clause Reference	Special Conditions
Adverse weather Conditions GCC 41.1 (I)	Severe Sandstorms, commonly known in Swakopmund as east wind weather.
Price Adjustment GCC 44.	The Contract is not subject to price adjustment
Retention GCC 45.	No retention to be applied
Liquidated Damages GCC 46.1	<p>The liquidated damages for the whole of the Works are 0.07% of the contract value per day, not exceeding N\$ 10 000-00 per day.</p> <p>The maximum amount of liquidated damages for the whole contract is 10% of the final contract price.</p>
Bonus GCC 47.1	No rate of Bonus per calendar day shall apply to this Contract
Advance Payment GCC 48.1	No advance payment shall be made
Performance Security GCC 49.1	Not applicable
Operating and Maintenance Manuals GCC 56.1	"As built" drawings are required in the form of red line update on the construction drawings
Payment upon Termination 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 80%

SCHEDULE 1

QUOTATION CHECKLIST SCHEDULE

Procurement Ref No.: W/RFQ/SM-008/2024

	Attached	Not Attached
Quotation Letter		
Bid Validity 90 days		
Priced Activity Schedule		
Shall be duly filled in, duly signed, and dated at each place (so indicated)		
Indelible ink used, no correction fluid used, and all corrections crossed out and initialled or signed		
Any annexures that a bidder submits, inclusive of all coloured brochures, shall all be signed or initialled.		
A certified copy of valid company Registration Certificate.		
An original or certified copy of valid Good Standing Tax Certificate.		
An original or certified copy of valid Good Standing Social Security Certificate.		
A certified copy of a valid 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;		
A written undertaking as contemplated in section 138(2) of the Labour Act, 2007.		
a signed Bid Securing Declaration.		
A certified copy of a valid "Registration Certificate" from a Local Authority Health Department or Ministry of Health & Social Services		
For bids providing labour services, documents shall be submitted to demonstrate having a Health and Safety Programme in place in full compliance with the health and safety requirements as provided for in Chapter 4, of the Labour Act, (Act 11 of 2007) and the Health and Safety Regulations, (GN NO. 156).		
Interested bidders must provide proof of experience working Building Construction Projects. The proof must be submitted in the form of two reference letters from Clients for the completion of structural projects dealing with concrete. The reference letter should be obtained in the past 4 years and should contain names and contact details of clients who may be contacted for further information. The value combined must exceed or be equal to the value of this bid.		
Proof must be provided for a Site Manager/Supervisor with 2 years' experience in works of an equivalent nature and volume.		
Written Power of Attorney that the undersigned person is herewith granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process. Note: Not Applicable to Sole Owners of entities'		
all copies must be certified by the Namibian Police or a commissioner of oath to be a true copy of the original.		

W/RFQ/SM-008/2024: CONSTRUCTION OF 149 JUBILEE BIN CONCRETE SLABS

<p>Only requested documents will be accepted and receipts or proof of application of any such documents will <u>not</u> be accepted. E.g Good standing Tax, social security and fitness certificate.</p>		
<p>All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.</p>		

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.*

SCHEDULE 2



Republic Of Namibia

**Ministry of Lab,
our, 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: **W/RFQ/SM-008/2024**

Procurement Description: **CONSTRUCTION OF 149 JUBILEE BIN CONCRETE SLABS**

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.*