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## OPEN NATIONAL BIDDING FOR PROCUREMENT OF WORKS

PROCUREMENT REFERENCE NO: W/ONB/NAMRA/01-3/2024

### PROJECT TITLE: PROCUREMENT OF GENERAL PLUMBING MAINTENANCE FOR NAMRA OFFICES AND HOUSING FOR A PERIOD OF 12 MONTHS

**Cost:** Free to be downloaded from NamRA website.

[www.namra.org.na](http://www.namra.org.na)

COMPANY NAME: \_\_\_\_\_

TOTAL BID AMOUNT: \_\_\_\_\_  
(Including VAT and contingencies)



**LETTER OF INVITATION**

TO: Prospective Bidders

25 April 2024

Procurement Reference No: W/ONB/NAMRA/01-3/2023

**PROCUREMENT OF WORKS – PROCUREMENT OF GENERAL PLUMBING MAINTENANCE FOR NAMRA OFFICES AND HOUSING FOR A PERIOD OF 12 MONTHS**

Dear Sir/Madam

NamRA hereby invites competent, qualified, and registered companies to submit their best offer/s for the procurement of works described in the above-mentioned subject matter.

Furthermore, Bidders are instructed to carefully read this bidding document to enable them to substantially respond to the bid requirements.

Clarifications and / or Enquiries, if any, shall be in writing only addressed to NamRA PMU at: [procurementclarification@namra.org.na](mailto:procurementclarification@namra.org.na)

**DEADLINE FOR BID SUBMISSION: Monday, 13 May 2024 AT 11:00AM**

Yours faithfully

.....  
**MS. PETRA LISHO - MAYUMBELO**  
**MANAGER: PROCUREMENT MANAGEMENT UNIT**



## TERMS OF REFERENCE

### 1. PURPOSE

NamRA seeks to acquire the services of Namibian owned and registered maintenance contractors to provide Plumbing Services for a period of 12 months.

### 2. SCOPE

- The scope of works is for the provision of general plumbing maintenance works on as-needed and when – requested “basis including emergency response at the various NamRA offices/buildings.
- The awarded service provider is expected to be available to respond to emergencies on a twenty – four (24) hours per day, seven (7) days per week, 365 days per year, as determined by the nature of a given situation and /or emergency.
- A Service Level Agreement will be signed with the awarded to the service provider which will spell out detailed terms and condition for this bid.
- A three (3) months warranty workmanship.
- Original warranty on all the new equipment.
- All guarantees cannot be deferred to a third party and the supplier must honour the guarantee.

#### 2.1.1 PLUMBING WORKS

Provide general Plumbing services to all existing and new NamRA buildings which include but are not limited to:

- Repair of leaks in plumbing/ piping systems.
- Underground plumbing / pipe repair.
- Repair and replacement broken sewage pipes.
- Repair and replacement of damaged geysers.
- Patch or repair of sanitary drain blockages.
- Unblocking of drains.
- Sewer system
- Leak sealing.
- Sealing of pipes fittings and valves.
- Replacement of various plumbing equipment's (sinks, toilets, faucets etc.
- Procure and obtain parts and supplies for self – performed work; produce reports detailing work performed (job cards) costs, man – hours and personnel.
- And any other duty as required by NamRA.

- **Frequency of intervention: As and when required.**

### **3. DELIVERABLES**

The plumbing works as indicated in the scope will be performed at the below NamRA offices and future offices including leased properties unless otherwise stated and will be once per year.

Contractors will be awarded as per the location of business; contractors are advised to bid for the regional clusters they are stationed. Contractors who have offices in more than one region / cluster should provide proof via a fitness certificate older than three years.

The offices are listed below.

#### **❖ Central Region all NamRA offices (Cluster 1)**

- Head Quarters Town Square (Offices)
- NamRA Building (Offices)
- LTU Unit (Tunhale Building) (Offices)
- Fiscus Building (Offices)
- Eros Airport (Offices)
- Hosea Kutako International Airport (Offices & Housing)
- Nampost Warehouse (Offices)
- Transnamib office railway (Offices)
- Agrihouse Building (Offices)
- Gobabis Domestic Taxes and Customs & Excise (Offices & Housing)
- Transkalahari Border Post (Offices & Housing)
- Excise Management office (Offices)

#### **❖ Western and North Central Region all NamRA office (Cluster 2)**

- Walvis Bay Regional Office both Domestic Taxes and Customs (Offices & Housing)
- Swakopmund Satellite Office Domestic Taxes (Offices)
- Otjiwarongo Regional Office both Domestic Taxes and Customs (Offices & Housing)
- Khorixas satellite office, Domestic Taxes (Offices)

#### **❖ Northern Region all NamRA offices (Cluster 3)**

- Ondangwa Office Customs & Excise (Offices & Housing)
- Oshikango border post Customs (Offices & Housing)

- Okasamane Border Post Customs (Offices & Housing)
  - Eenhana Satellite office Domestic Taxes (Offices)
  - Outapi Satellite Office Domestic Taxes (Offices)
  - Ruacana Border Customs (Offices & Housing)
  - Opuwo Satellite office Domestic Taxes (Offices)
  - Omahenene Border Post Customs (Offices & Housing)
  - Oshakati Regional Offices both Domestic Taxes & Custom (Offices)
  - Omuthiya Satellite Office (Domestic Taxes)
- ❖ **Northeastern Region all NamRA offices (Cluster 4)**
- Tsumeb satellite offices both Domestic Taxes and Customs (Offices & Housing)
  - Grootfontein Office Customs (Offices & Housing)
  - Rundu Regional Offices both Domestic Taxes and Customs (Offices & Housing)
  - Sarasungu Border Post Customs (Offices & Housing)
  - Katwitwi Border Post (Offices & Housing)
  - Muhembo Border Post (Office & Housing)
- ❖ **Far Northeastern Region all NamRA offices (Cluster 5)**
- Katima Mulilo both Domestic Taxes and Customs (Offices & Housing)
  - Wenela Border Post Customs (Offices & Housing)
  - Ngoma Border Post Customs (Offices & Housing)
- ❖ **Southern Region All NamRA offices (Cluster 6)**
- Mariental Satellite office Domestic Taxes (Offices)
  - Keetmanshoop Regional Offices both Domestic and Customs (Offices & Housing)
  - Luderitz both Domestic Taxes and Customs (Offices & Housing)
  - Oranjemund both Domestic Taxes Satellite Office and Customs (Offices & Housing)
  - Noordoewer Border Post Customs (Housing & Offices)
  - Ariamsvlei Border Post Customs (Housing & Offices)
  - Klein Manse Border Post Customs (Housing & Offices)

#### 4. CONTRACT DURATION

The contract is for a period of 12 months and it's only valid from the day it has been fully signed by both parties.

#### 5. OPERATING PROCEDURES

- The contractor must ensure that all plumbing works must be conducted by a fully qualified technician and supervised by a senior technician.
- Any damage caused by improper installation will be the responsibility of the contractor. NamRA will establish the value for the damage that will be charged to the contractor.
- Contractor to ensure that while providing the support /services during weekdays the service does not disturb office working environment within the office premises.
- The contractor staff are required to maintained confidentiality of NamRA's information made available or accessible to them in the course of their duties.

#### 5.1 INSTRUCTIONS TO BIDDER

- Bids, along with all required documents, must be submitted in the manner described herein.
- By submitting a Bid document, bidder certifies that they understand and agree with, and will abide by, the terms and conditions set forth in this Term of Reference.
- All costs incurred by the bidder in the preparation of a Proposal responding to this term of reference are the responsibility of the proposer (bidder) and will not be reimbursed by the NamRA.

#### 6. HEALTH AND SAFETY

Health and Safety is vital on NamRA's properties. All employees of the contractor are to strictly adhere to the health and safety guidance provided. Contractor shall take reasonable care of their staff health and safety as well as that of other persons who may be affected by their activities. The contractor is responsible for the care, protection and safety of the works, the site and all things in the work areas. All required Personal Protective Equipment (PPE) are to be provided by the contractor to its employees. As a minimum, safety helmet, coverall, and hand gloves are to be worn by all on site. The contractor shall inform NamRA's officials of any special health and safety hazards which might invoice in the work to be performed and shall advice to NamRA of any precautions that ought to be taken. The contractor shall be responsible for completing the work, to a high standard and within the required time or sooner.

#### 7. SECURITY

- i. The contractor must hold record of their staff details. To the extent required from time to time by the security manager/deputy, the contractor shall provide,

- ii. A list of staff showing the name and address of everyone who is involved in the performance of contractor.
- iii. The contractor shall provide clear visible ID cards to their worker, and this should be worn at all the time during work.
- iv. Roads or paths to be used as access by the contractor are to be left clear of construction plants, vehicles, and debris at all the time.
- v. All dangerous areas are to be fenced and signs posted to warn NamRA's staff and visitors.

## 8. FRAUD AND CORRUPTION

8.1 NamRA requires that bidders/suppliers/contractors, participating in its procurement activities, observe the highest standard of ethics during the procurement process and execution of contracts.

8.2 NamRA will reject an offer for award if it determines that the Bidder recommended for award of contract has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question.

For the purposes of this Sub-Clause:

- (i) "**Corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- (ii) "**Fraudulent practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (iii) "**Collusive practice**" means an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party.
- (iv) "**Coercive practice**" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- (v) "**Obstructive practice**" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators to materially impede an investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

## 9 CONFLICT OF INTEREST

For the purposes of this Clause:

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified instantly from partaking in the procurement process. In accordance with NamRA Internal Procurement Policy and Procedures, a Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- (a) they have a controlling partner in common; or
- (b) they receive or have received any direct or indirect subsidy from any of them; or
- (c) they have the same legal representative for purposes of this bid; or
- (d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of NamRA regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical Specifications of the Contract that is the subject of the Bid; or
- (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by NamRA as Engineer for the Contract.

#### **10. ELIGIBILITY REQUIREMENTS**

- 10.1 A bidder may be a Namibian natural person, private entity, or government-owned entity registered in Namibia or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally enforceable joint venture (JV).
- 10.2 All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 10.3 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 and thereafter shall be disqualified from participating in this bid.

#### **In the case of case of a JV:**

- (a) All Parties to the JV shall be jointly and severally liable; and
- (b) A JV with international companies shall ensure that the majority shareholders are local entities.
- (c) A JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. The JV shall execute and submit an original power of attorney or authorization.

#### **10.4 Documents Comprising the Bid are herewith below: -**

- 10.4.1 The Bid shall comprise the following documents: -



- (a) Completed bid document (**refers to this particular bid document**), initialled on each page, and signature where applicable.
- (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the Contract.
- (c) Attach the following mandatory documents as evidence shall be required.
  - i. A valid company Registration Certificate indicating provision of plumbing works / services as part of services and / or works registered for.
  - ii. A valid, authentic, and original good Standing Tax Certificate from NamRA with the procurement reference number for this bid.
  - iii. A valid, authentic, and original good Standing Certificate from Social Security Commission.
  - iv. A valid SME certificate indicating SME Status (if any).
  - v. A valid certified copy by the Commissioner of Oath 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.
  - vi. A Bidders own written undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this bid are compliant to the relevant laws, and wage determinations of the Government of the Republic of Namibia. This document should be initialled and signed by the bidder, including a company stamp for the bidding company.

## **11.GENERAL REQUIREMENT**

### **11.1 Language of Bid**

- i. Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and NamRA shall be in English Language.
- ii. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### **11.2 Preparation, Submission and Opening of Bid**

- i. A Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.
- ii. A Bidder shall ensure that all pages of this bid is initialled on each page and signed where appropriate.
- iii. The Bid submission shall consist of the following submissions:

One (1) original hardcopy,

Two (2) copies of the original hardcopy,

- iv. The bid price and rates shall be in Namibian Dollars and fixed for the duration of the Contract unless otherwise specified in the Contract to be signed with the successful bidder.
- v. Bids will be opened internally by NamRA Procurement Management Unit (PMU). A record of the Bid Opening stating the name of the bidders, the amount quoted, including mandatory documents referred to in Sub-Clause 10.4.1(a)(b)(c) under Eligibility Requirement above will be kept by NamRA PMU.

**11.3 Confidentiality**

Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.

**11.4 Correction of Arithmetical Errors**

- 1. Provided that that the bid is substantially responsive, NamRA shall correct arithmetical errors on the following basis:
  - (a) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
  - (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

**12. EVALUATION CRITERIA**

**12.1 Phase 1 Mandatory documents:**

An entity that does not meet all the mandatory requirements will be disqualified and will not be considered for the technical (phase 2) and financial evaluation (phase 3).

No	Description	Yes /No
1	A certified copy of the Founding Statement clearly indicating the Namibian shareholding structure. Proof can either be BIPA and Ministry of Trade documents.	
2	Valid Original Good Standing Certificate from the Social Security Commission	
3	Valid Original Good Standing Certificate from NamRA (Tax Certificate)	
4	An original or certified copy of a valid Affirmative Action Certificate (where it doesn't apply, a letter to this effect should be provided)	
5	A certificate indicating SME status	
6	Submit reference letters (with the period of 2017-2023) on company letterheads from previous completed related contracts or current contracts	
7	Bidders own written undertaking in terms of section 138(2) of the Labour Act, 2007. To be written by bidder on a company letter. Letter should be signed with company stamp.	

8	Detailed company profile including 5 most recent (the period between 2017-2022) reference letters on company letterheads (not older than 1 year) with contact details. 2017-2023	
9	Fitness certificate of respective Municipality, Council or water bill or telephone bill under service provider. (Should be more than 2 year of residence)	
10	The contractor's key technician has certification in <b>Plumbing certificate of technician to be attached.</b>	

## 12.2 Phase 2 Technical and Operational Evaluation

No	Criteria	Documents Required & Qualification Criteria	Max Points
1	<b>Financial Stability</b>	Total Value of completed projects during the last three (3) years: <ul style="list-style-type: none"> <li>• Less than N\$ 50 000 = 0 points</li> <li>• N\$50 000 to N\$ 100 000 = 10 points</li> <li>• N\$ 100 000 and above = 20 points</li> </ul>	20
2	<b>Company Experience</b>	Submit minimum 2 reference letters (with the period of 2017-2023) on company letterheads from previous completed similar contracts or current contracts were 70% of the contract scope has been completed (proof to be provided) <ul style="list-style-type: none"> <li>• 2 and more references =15 points</li> <li>• 1 reference = 5 points</li> <li>• If no reference attached = 0 points</li> </ul>	15
3	<b>Work Experience as contract manager</b>	Submission of a CV of Contract Manager or Team Leader for this contract, with attached qualifications <ul style="list-style-type: none"> <li>• 1 &amp; less year of experience = 2 points.</li> <li>• 2-4 years of experience = 15 points.</li> <li>• 5 and more years of experience = 20 points</li> </ul>	20
3.1			
3.2	<b>Qualification for Management / Contract manager</b>	Any Vocational and trade certificates in plumbing field to be attached. Certified Artisan to attach proof	15
3.3	<b>2 additional Key personnel for the project</b>	Submission of a CV and 1 reference letter indicating experience for additional 2 <b>Key personnel to be contracted on the project.</b> <ul style="list-style-type: none"> <li>• 2 CVs with 2 latest reference letters = 10</li> <li>• 1 CV with 1 latest reference letters = 5</li> </ul> No attachment of CV & reference letters=0	10
3.4	<b>Qualification for 2 additional Key personnel to be contracted on project</b>	Vocational and trade certificates in plumbing field to be attached. One of the key technician / staffs must have certification in <b>Plumbing certificate of technician to be attached.</b>	10
4	<b>Tools &amp; Equipment</b>	Submission of asset register and Equipment Hire Contract or Letter of intent. <ul style="list-style-type: none"> <li>• Number of appropriate vehicles owned by company or Contract Manager or proof of hire thereof in (category of bakkie, SUV and Appropriate staff transportation vehicle): <b>Bakkie or SUV = 5 points</b> <b>No vehicle proof Bakkie or SUV = 0 points</b></li> <li>• Appropriate tools and equipment <ul style="list-style-type: none"> <li>➢ Owned by service provider = <b>3 points</b> (provide list of general Plumbing tools and related equipment to be used for this contract).</li> <li>➢ Proof (letter confirmation, endorsed by supplier and or supplier certificate to bidder) of acquiring tools</li> </ul> </li> </ul>	10

		<p>from hardware stores and plumbing related equipment in Namibia = <b>1 point</b>.</p> <p>➤ IF NO Proof (letter confirmation, endorsed by supplier and or supplier certificate to bidder) of hiring Plumbing related equipment and tools from plumbing stores = <b>0 points</b></p> <p><b>The numbers/quantity of tools and equipment listed above will not attract additional marks.</b></p>	
		<b>TOTAL POINTS</b>	<b>100</b>

A bidder who does not score more than 70% will not be evaluated further under financial evaluation.

### 12.3 Phase 3 Financial Evaluation

The lowest quoted bidder who meets all mandatory and technical requirements will be awarded.

#### General Plumbing Works Contractor Rates: -

No	Item	Tender Rates (Including VAT)-Rate for period.
1	<p>Call out fee to NamRA to include the following:</p> <ul style="list-style-type: none"> <li>• Travel to and from NamRA.</li> <li>• Assessment of what is required.</li> <li>• One (1) hour of onsite labour. Should there be more than one visit required for a request after the first callout or additional labour on the day of the first call out, the applicable travel and labour rates below will apply.</li> </ul>	N\$
2	Standard labour per hour NORMAL HOURS	N\$
3	Standard Labour per hour. AFTER HOURS including Saturdays	N\$
4	Standard Labour per hour. SUNDAY	N\$
5	Standard Labour per hour. PUBLIC HOLIDAY	N\$

6	<b>Percentage tendered for mark- up on material should be used for work requested/ call-outs-</b> (Supplier invoices for material used for request/callouts must be provided during duration of the contract).	%
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#### 12.4 Price Evaluation Schedule- For Evaluation Purpose only)

Bidder to carry over the prices, rates and /or percentages as stated in above schedule to the price evaluation schedule below and calculate the total, all-inclusive and inclusive VAT.

Item	Unit	Rate (N\$)
Call out As Tendered		
Labour per normal hour as Tendered	Hr	
Labour per after Hour Service	Hr	
Labour per Hour Sunday & Public Holiday	Hr	

#### 13. BID CLARIFICATION AND ENQUIRIES

All technical / procurement clarifications and / or enquiries, if any, should be addressed by email to NamRA Procurement Management Unit (PMU) at: [procurementclarification@namra.org.na](mailto:procurementclarification@namra.org.na)

#### 14. CLOSING DATE, TIME, AND PLACE FOR BID SUBMISSION

Bids should be posted, or hand delivered in a single sealed envelope indicating the procurement reference number and detailing the project title for the works to be undertaken as per details below:

The Chairperson: Procurement Committee  
 Through the Head: Procurement Management Unit (PMU)  
**PROCUREMENT REFERENCE NO: W/ONB/NAMRA/01-3/2024**  
 NamRA Head Office, Town Square Building,  
 Upper Retail Floor, Post Street Mall  
 P O Box 569  
 WINDHOEK  
 NAMIBIA  
 Email address: [procurementclarification@namra.org.na](mailto:procurementclarification@namra.org.na)

#### 15. DEADLINE FOR BID SUBMISSION: Monday, 13 May 2024 AT 11:00AM

- Bidders are responsible for ensuring that their bids reach NamRA in good time.
- Bids received after the deadline will not be considered and will be returned to the bidder's postal in sealed envelope