



REPUBLIC OF NAMIBIA

Omaheke Regional Council

Request for Sealed Quotations :Works

Construction of Services: Omitara Settlement, Dumpsite

Contractor Name:

Bid Price:

**Procurement Reference No: W/RFQ/OMA/ORC-
021/2024/2025**

Omaheke Regional Council
Government Office Park
Private Bag 2277
Gobabis

|Tel: +264 62 566500 |Fax: +264 62-562432
|Website: www.omahekerc.gov.na

Letter of Invitation**TO WHOM IT MAY CONCERN****W/RFQ/OMA/ORC-021/2024/2025****22/08/2024**

Dear Sirs,

Request for Quotations for Construction of Services: Omitara Settlement, Dumpsite

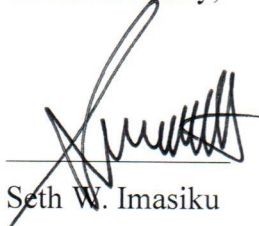
The Omaheke Regional Council invites you to submit your best quote for the works described in detail hereunder.

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

Queries, if any, should be addressed to **R du Plessis, 0811456807, rcjtsol@outlook.com**.

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,


Seth W. Imasiku

22/08/2024

Secretary to the Procurement Committee

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Omaheke Regional Council reserves the right:

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

2. Preparation of Quotations

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

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

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your Quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

3. Validity of Quotations

The quotation validity period shall be 30 days from the date of bid submission deadline.

4. Eligibility Criteria

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

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

- (a) have a valid company Registration Certificate;
- (b) have an original/certified valid good Standing Tax Certificate;
- (c) have an original/certified valid good Standing Social Security Certificate;
- (d) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (e) have a certificate indicating SME Status (for Bids reserved for SMEs);
- (f) Submit signed Bid-securing Declaration.
- (g) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- (h) Preference will be given to local bidders as per the Minister of Finance directive of 23 May 2019.

- i) Proof of similar work completed should be given by submitting reference letters or Practical completion certificates of work done.
- j) Proof of Ownership of Earthmoving equipment will be required.

5. Bid Security/Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be **60 days** after acceptance and issue of Purchase Order. Deviation in completion period shall 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 Quotation/Bid Box located at Omaheke Regional Council not later than **8th November 2024, 11:00**. Quotations by post or hand delivered should reach **Omaheke Regional Council Head Office, Gobabis** by the same date and time at latest. Late quotations will be rejected. Quotations received by e-mail or fax will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Securing Declaration, will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

10. Evaluation of Quotations

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

11. Technical Compliance

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

12. Prices and Currency of Payment

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

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

13. Margin of Preference

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

Not Applicable

13.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of:

Not Applicable

14. Award of Contract

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

15. Performance Security

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

16. Notification of Award and Debriefing

The Public Entity shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within 7 days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award.

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

[Complete this form with all the requested details and submit it as the first page of your quotation with the Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. If your quotation is not authorised, it will be rejected]

Quotation addressed to:	Omaheke Regional Council
Procurement Reference Number:	W/RFQ/OMA/ORC-021/2024/2025
Subject matter of Procurement:	Construction of Services: Omitara Settlement, Dumpsite

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	

[This form is to be deleted if Bid Securing Declaration is not applicable.] **Appendix to Quotation Letter**

BID SECURING DECLARATION
(Section 45 of Act)
(Regulation 37(1) (b) and 37(5))

Date: *[Day | month | year]*

Procurement Ref No.: W/RFQ/OMA/ORC-021/2024/2025

To: *[insert complete name of Public Entity and address].....*

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) **a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) **refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) **failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or**
- (d) **failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:
[insert signature of person whose name and capacity are shown]

Capacity of:
[indicate legal capacity of person(s) signing the Bid Securing Declaration]

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

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

Dated on _____ day of _____
[insert date of signing]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

****delete if not applicable / appropriate***

[This form is to be deleted if Bid Security is not applicable.]

Appendix to Quotation Letter

Bid Security (Bank Guarantee)

.....[Bank's Name and Address of issuing Branch or Office]

Date: [Day | month | year]

To: [Name and Address of Public Entity]

BID GUARANTEE No.:

We have been informed that [name of the Bidder]..... (hereinafter called "the Bidder") has submitted to you its bid dated(hereinafter called "the Bid") for the execution of [name of contract] under Invitation for Bids No.....[IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the Bidder, we [name of Bank]..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures].....amount in words.....] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (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 the bidder be the successful bidder; or
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bid Validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before **3 weeks after date of appointment**.

.....[Bank's seal and authorized signature(s)]



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.: **W/RFQ/OMA/ORC-021/2024/2025**

Procurement Description: **Construction of Services: Omitara Settlement, Dumpsite**

Anticipated Contract Duration: 70 days

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

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

SECTION III: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

1. Scope

Construction of a dumpsite in the area where the Oxidation Pond is at Omitara. Partial Fence to be constructed to fence off the dumpsite from the ponds. Access to the dumpsite to be should be put in so that the dumpsite can be reached without entering Namwaters area.

2. Specifications

Earthworks SANS 1200D

Small Earth Dams SANS 1200DE

The premises has hard rock so work it into the site clearance.

3. Performance

Contractor to keep to the program as drafted

Contractor may not use lack of operational funding as an excuse to lag behind the program, take payment duration of Client into consideration.

B. DRAWINGS

<i>Drawing 1</i>	<i>Layout Topo Photo to indicate place and location of quarry</i>
<i>Drawing 2</i>	<i>ORC/OMI/C-001 Layout Plan and Measurements</i>
<i>Drawing 3</i>	<i>ORC/OMI/C-002 Sections through dumpsite and access road</i>

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

Omitara Dump Site

Layout, Large Scale

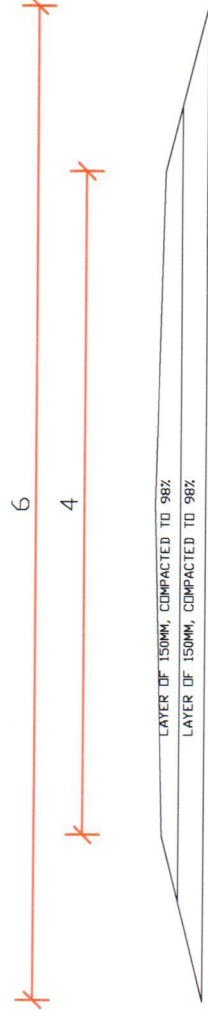
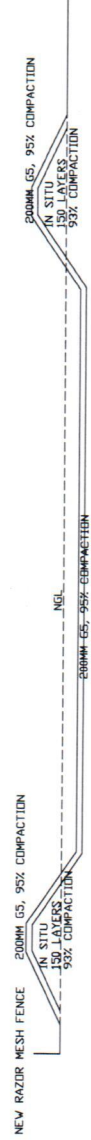
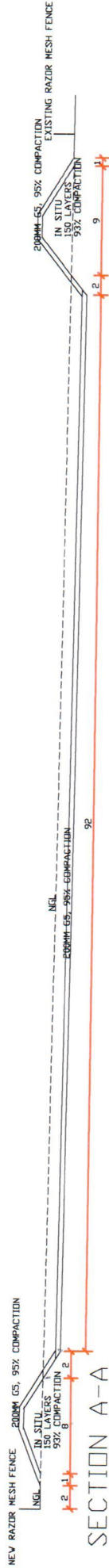
Legend


- Dumpsite Site
- Omitara Primary School
- Quarry
- Quarry Area



Google Earth

Image © 2024 Airbus



<p>PROJECT: CONSTRUCTION OF SERVICES, OMITARA SETTLEMENT, DUMPSITE</p>	<p>SCALE: NTS</p>	<p>DRAWING NUMBER: ORC/OMI/C-002</p>	<p>OMAHEKE REGIONAL COUNCIL PRIVATE BAG 2277 GOBABIS NAMIBIA 062-566500</p>
<p>TITLE: SECTIONS THROUGH DUMPSITE AND ACCESS ROAD</p>	<p>BID NUMBER: WRFOOMA.ORG - 021/2024/2025 DESIGN: R DU PLESSIS DRAWN: R DU PLESSIS APPROVED: SIGNATURE:</p>	<p></p>	<p>DIVISION: TECHNICAL SERVICES E-MAIL: rduplessis@omahekerc.gov.na CELL: 0811456807</p>
<p>CLIENT: OMAHEKE REGIONAL COUNCIL</p> <p>IMPLEMENTING AGENCY: DIRECTORATE OF PLANNING AND DEVELOPMENT SERVICES - ORC</p>	<p>DATE: 12/09/2024</p>		

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/OMA/ORC-021/2024/2025**

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (NS)	Total Price (NS)
A*	B*	C*	D*	E	F
	As per Attached Bill of Quantity				
	This page should be paraphrased				
Enter 0% VAT rate if VAT exempt.				Subtotal	
				VAT @ %	
				Total	

Priced Activity Schedule Authorised By:

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

CONSTRUCTION OF SERVICES AT OMITARA - DUMPSITE

ORC - BILL OF QUANTITY - W/Rfq/OMA/ORC-021/2024/2025

ITEM	REFER	SHORT DESCRIPTION	UNIT	QUAN	RATE	AMOUNT N\$
SECTION 1		PRELIMINARY AND GENERAL				
1		Preliminary and General				
1.1		<u>Fixed Charges</u>				
1.1.1		Contractual requirements	Sum	1		
1.1.2		Establishment of Facilities on Site				
1.1.2.1		Facilities for Engineer	Sum	1		
1.1.3		Other fixed-charge obligations	Sum	1		
1.1.4		Removal of Site Establishment	Sum	1		
1.2		<u>Time related charges</u>				
1.2.1		Operation and Maintenance of facilities for Contractor	month	4		
1.2.2		General Responsibilities and other time related obligations	month	4		
1.3		<u>Sums stated Provisional by the Engineer</u> For Work to be done by the Contractor and valued in terms of clause 52 of the General Conditions of Contract				
1.3.1		a) Acceptance control tests - Special and additional tests requested by the Engineer	Sum	1		10,000.00
		b) Overheads, charges profit on (a)	%	10000		
1.4		<u>Temporary Works</u>				
1.4.1		Main access to Site	Sum	1		
1.4.2		Accommodation of Traffic	Sum	1		
1.4.3		Protection of Structures, fences, boudary walls, etc.	Sum	1		
1.4.4		Location and Protection of Existing Services: a) Excavation by hand in all material to expose and record existing services and backfill by hand and compact to insitu density of adjacent layer	m³	50		
TOTAL : CARRIED TO SUMMARY					N\$	

CONSTRUCTION OF SERVICES AT OMITARA - DUMPSITE

ORC - BILL OF QUANTITY - W/Rfq/OMA/ORC-021/2024/2025

ITEM	REFER	SHORT DESCRIPTION	UNIT	QUAN	RATE	AMOUNT N\$
SECTION 2		SITE CLEARANCE				
2		SITE CLEARANCE				
2.1		<u>Clear and Level Oxidation Pond Site</u>				
2.1.1		Clear and grub site (Shrubs and bushes, few trees) (LOT OF ROCK AND A BIG HOLE IN THE MIDDLE MUST BE FILLED) - - Expect heavy Dozer works	ha	2.0		
2.2		<u>Remove trees of different girth</u>				
2.2.1		100-200mm Girth	no	4		
2.2.2		200-300mm	no	4		
Page 2						
TOTAL : CARRIED TO SUMMARY					N\$	

CONSTRUCTION OF SERVICES AT OMITARA - DUMPSITE

ORC - BILL OF QUANTITY - W/RFQ/OMA/ORC-021/2024/2025

ITEM	REFER	SHORT DESCRIPTION	UNIT	QUAN	RATE	TOTAL N\$
SECTION 3		ROAD CONSTRUCTION				
3		GRAVEL ROAD CONSTRUCTION				
3.1	1200MF	Rip, grade, level and compact roadbed, 100mm lower than naturel ground level for road entire area, stockpile suitable material and cart away surplus material Compaction to be wet compaction to 93% Mod Ashto	m³	115		
3.2		Cart in G5/G4/Stockpile material from a borrow pit, spread/grade into layer of 200mm for subbase, wet compact with optimum moisture content to 95% Mod Aashto	m³	230		
3.3		Cart in G5 material from borrow pit, lay final base layer and compact to 98% Mod Aashto Sloped according to specification (5%)	m³	115		
3.4		Repairs to infrastructure damaged: a) Fensing b) Pumping Line	m Unit	1 1		
3.4		Testing of road compaction as per prescribed specification with Nuclear Density Device 1 test per 1500m² (2 tests)	Sum	1		
3.5		Round off works, cleaning premises, cart away rocks and extraneous material	Sum	1		
3.6		Survey and draughting of plan with registration of updated plan	Sum	1		
	Note:	All works to be done according to existing structures Compaction Comparison: Road Insitu Bed 93% Mod Aashto, CBR min 15 95% Mod Aashto, CBR min 25 98% Mod Aashto, CBR min 30				
3.7		<u>Supply, deliver and erect road signs at places indicative on the drawing</u> ORC/C-001/02 a) Dumpsite Sign	No	2		
Page 3		TOTAL : CARRIED TO SUMMARY			N\$	

CONSTRUCTION OF SERVICES AT OMITARA - DUMPSITE

ORC - BILL OF QUANTITY - W/RFQ/OMA/ORC-021/2024/2025

ITEM	REFER	SHORT DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL N\$
SECTION 4		FENCING - POND				
4.1		<u>Excavation</u>				
		Excavate in all materials for :				
4.1.1		a) Post concrete footings (600 x 600 x 900mm deep)	m³	2		
4.1.2		b) Post concrete footings (300 x 300x 650mm deep)	m³	4		
4.1.3		c) Stay concrete footings (600 x 300 x 300mm deep)	m³	1		
4.1.5		d) Concrete edge strips (150 wide x 300mm deep)	m³	12		
4.2		<u>Concrete</u>				
		25Mpa/19mm mass concrete for:				
4.2.1		a) Post concrete footings (600 x 600 x 900mm deep)	m³	2		
4.2.2		b) Post concrete footings (250 x 250x 650mm deep)	m³	4		
4.2.3		c) Stay concrete footings (750 x 400 x 400mm deep)	m³	1		
4.2.4		d) Concrete edge strips (150 wide x 250mm deep)	m³	12		
4.3		<u>Fencing</u>				
		Supply to Aminuis and install :				
4.3.1		STANDARDS :				
		2400mm x 48mm dia x 2.5mm thick galvanized pipe complete				
		with pressed steel or cast iron cap and 200x200x5mm				
		thick mild steel footplate welded to bottom complete				
		as per detail, interval 4m	No	48		
4.3.2		STRAINING POSTS (CORNER & GATE UNIT) :				
		2400mm x 75mm dia x 3mm thick galvanized pipe				
		complete with pressed steel or cast iron cap all with				
		200x200x5mm thick mild steel footplate welded				
		to bottom	No	6		
4.3.3		STAYS				
		2600mm x 48mm x 2.5mm stay complete with bended				
		top and 200 x 200 mm footplate welded to bottom	No	6		
4.3.4		STRAINING WIRES & RAZOR MESH				
		1.8 meter hight covered, 150x300 standard size				
		welded ripper mesh tied to 4 x 2.54mm oval type				
		straining wires with 1.6mm tying wire and fixed at the				
		bottom into concrete edge strips, complete as per detail				
		and specifications Pnds 245m, Pump 39m	m	260		
4.3.5		Supply and use 2.1mmx2.4mm x 1500 m Steelwire	No	1		
4.3.6		Supply and use1.6mm x 3100m Binding Wire	No	1		
4.3.7		Supply and use1800mm x 1800mm x 38mm x 2.5mm	No	2		
		Gate				
4.3.8		Supply and install chain and lock to gate	No	1		
TOTAL : CARRIED TO SUMMARY					N\$	

CONSTRUCTION OF SERVICES AT OMITARA - DUMPSITE

ORC - BILL OF QUANTITY - W/Rfq/OMA/ORC-021/2024/2025

ITEM	REFER	SHORT DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL N\$
SECTION 5		SOLID WASTE DUMP POND				
5.1	SANS 1200D	<u>EARTHWORKS - Small Earth Dams</u>				
5.1.1		Excavate as per plan, smooth finish and compact In- Situ Base to 90% MOD AASHTO, use excavated material to form up walls (walls elsewhere measured)	m³	4300		
5.1.1 b		Hard Rock, Extra Over To be Surveyed and approved by engineer before work Commences	m³	1		Rate Only
5.1.2		Form up walls as per drawing, 2m high, 8-9m wide compact in layer of 300mm, a) general fill with excavated material, 90% Compaction b) G5 Material, 200mm, above General fill, compacted to 95% Mod Aashto	m³ m³	3450 1575		
5.2		<u>ROAD ACCESS</u>				
5.2.1		Construct road access into the ponds, 300mm thick G5 material compacted to 98% Mod Aashto in layers 150mm thick	m³	150		

TOTAL : CARRIED TO SUMMARY

N\$

CONSTRUCTION OF SERVICES AT OMITARA - DUMPSITE

ORC - BILL OF QUANTITY - W/Rfq/OMA/ORC-021/2024/2025

ITEM	REFER	SHORT DESCRIPTION	UNIT	QUANTITY	RATE	TOTAL N\$
SECTION 6		ACCESS TO SITE				
6.1		<u>ENTRANCE TO DUMPSITE</u>				
6.1.1		Entrance gate Cut fence and construct normal farm entrance with Dual-bok both sides of gate, 4m wide	No	1		
6.1.2		Fence allongside Access road Farm Fence, 6 horizontal wires, 1.2m high, 200mm tar pole every 6 m, 40mm tar dropper every 2 m. Tied with 2.5mm binding wire to dropper and poles.	m	70		

TOTAL: CARRIED TO SUMMARY

CONSTRUCTION OF SERVICES AT OMITARA - DUMPSITE
BILL OF QUANTITIES W/RFQ/OMA/ORC-021/2024/2025 - SUMMARY

SEC.	DESCRIPTION	AMOUNT
1	PRELIMINARY AND GENERAL	N\$
2	SITE CLEARANCE	N\$
3	ROAD CONSTRUCTION	N\$
4	FENCING - POND	N\$
5	SOLID WASTE POND	N\$
6	ACCESS TO SITE	N\$

A) SUB TOTAL CARRIED FORWARD

TENDER PRICE (ALL INCLUSIVE)

B) SUB TOTAL BROUGHT FORWARD (A)	N\$
C) CONTINGENCIES (10 % of Sub Total Brought Forward) : (B x 6.5%)	N\$
D) SUB TOTAL (B + C)	N\$
E) 15% VALUE ADDED TAX (VAT) : (D x 15%)	N\$
F) TOTAL TENDER AMOUNT (ALL INCLUSIVE) : (D + E)	N\$

SIGNATURE (TENDERER)

DATE

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **W/RFQ/OMA/ORC-021/2024/2025**

[Bidders should complete columns C and D with the specifications and performance of the Works offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specifications required. Attach detailed technical literature if required. Authorise the specifications offered in the signature block below]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D

Specifications and Compliance Sheet Authorised By:

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

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods **W/RFQ/OMA/ORC-021/2024/2025** available on the website of the Omaheke Regional Council www.omahekerc.gov.na except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/OMA/ORC-021/2024/2025**

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)	Omaheke Regional Council
Intended Completion Date GCC	The intended completion date is: Middle December 2024
Project Manager GCC 1.1(y)	The Project Manager is: R du Plessis, Cell: 0811456807
Site GCC 1.1(aa)	The Site is located at Omitara Settlement and is defined in Drawings Nos: 1-3
Start Date GCC 1.1(dd)	The Start Date shall be: One Week after Appointment Letter is issued.
The Works GCC 1.1(hh)	The Works consist of Construction of Services: Omitara Settlement, Dumpsite
Interpretation GCC 2.2	The project will be completed in the following sections: Set Out, Excavation, Wall Construction, Road Construction, Fencing
Interpretation GCC2.3	The following additional documents shall form part of the contract: Performance Guarantee, Construction Programme, Project Anticipated Cash flow, Bill of Quantity, General Conditions of Contract, Special Conditions of Contract, Appointment Letter, Acceptance Letter
Language and	The language of the contract is English

GCC Clause Reference	Special Conditions
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 not delegate his/her duties.
Notices GCC 6	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be Mr. R du Plessis, 0811456807</p> <p>For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be _____</p>
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: N\$ 150,000.00 (b) for loss or damage to Equipment: N\$ 150,000.00 (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract N\$ 250,000.00 (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: N\$ 75,000.00 (ii) of other people: N\$ 75,000.00 (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable. <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>

GCC Clause Reference	Special Conditions
Site Date GCC 14.1	The site Data shall be: WGS 84, LO 22/17, Schwarcheck
Possession of the Site GCC 20.1	The Site Possession Date shall be: 7 days after Letter of Acceptance is received.
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates shall be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: 360 days.
Payment Certificates GCC 39.7	"Payment shall be made as per progress of works with payment for materials on site".
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 45 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)	Above average weather condition
Price Adjustment GCC 44.	The Contract not subject to price adjustment.
Retention GCC 45.	10% of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are 1% of Appointed Contract amount per day. The maximum amount of liquidated damages for the whole of the

GCC Clause Reference	Special Conditions
	Works is equivalent to 30 days of liquidated damages.
Bonus GCC 47.1	The rate for the Bonus per calendar day is: N/A
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security GCC 49.1	(i) A Performance Security in the form of a Bank Guarantee representing 10%
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: 15%

SCHEDULE 1:**BANK GUARANTEE FOR ADVANCE PAYMENT**

*The **Bank/successful bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract*

[insert Bank's name, and address of issuing branch or office]

Beneficiary: *[insert name and address of Public Entity]*

Date: *[insert date]*

Advance Payment Guarantee No.: *[insert number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with you, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words and in figures]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this Guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[insert name and address of Bank]*.

The maximum amount of this Guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This Guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[insert signature(s) of authorized representative(s) of Bank]

SCHEDULE 2**QUOTATION CHECKLIST SCHEDULE**

[Public Entity to update this Checklist to ensure that it contains the documents required from Bidders for the specific procurement]

Procurement Reference No.: W/RFQ/OMA/ORC-021/2024/2025

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Security declaration		
Experience of Company		
Applicable machinery for work execution		

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*

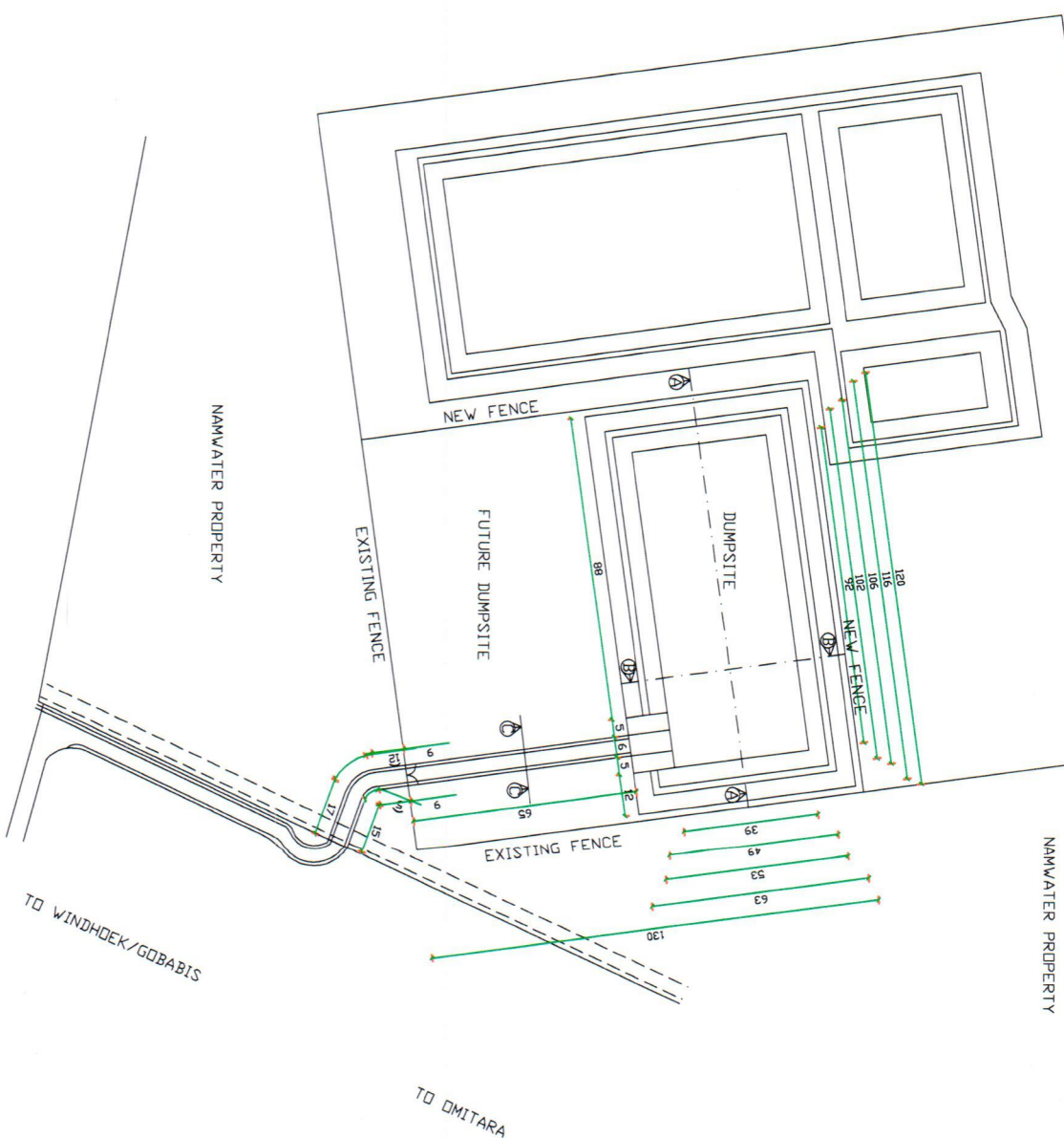
Omitara Dump Site

Layout, Large Scale



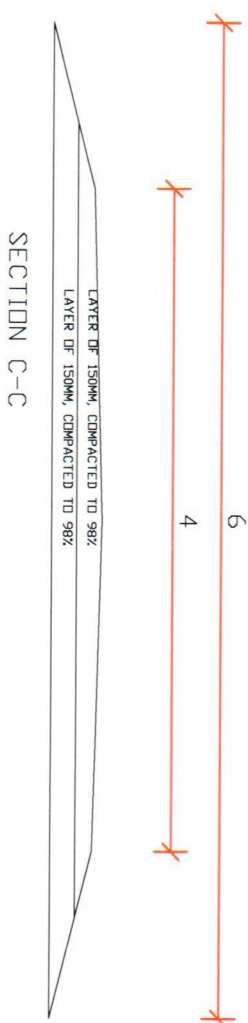
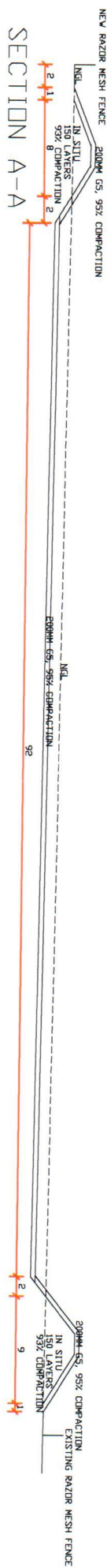
Google Earth

Image © 2024 Airbus



PROJECT: CONSTRUCTION OF SERVICES, OMITARA 10 SETTLEMENT, DUMP SITE		SCALE: NTS		DRAWING NUMBER: ORC/OM/C-001	
TITLE: LAYOUT PLAN AND MEASUREMENTS		BID NUMBER: WITFOC/OMA - 004/2022/2023			
CLIENT: OMAHEKE REGIONAL COUNCIL		DESIGN: R DU PLESSIS DRAWN: R DU PLESSIS			
IMPLEMENTING AGENCY: DIRECTORATE OF PLANNING AND DEVELOPMENT SERVICES - ORC		APPROVED:		DATE: 12/08/2023	
				DIVISION: TECHNICAL SERVICES E-MAIL: rduplessis@omahkekc.gov.na CELL: 0811456807	

OMAHEKE REGIONAL COUNCIL
 PRIVATE BAG 2277
 GOBABIS
 NAMIBIA
 062-566500



PROJECT: CONSTRUCTION OF SERVICES, OMITARA SETTLEMENT, DUMPSITE		SCALE: NTS		DRAWING NUMBER: ORC/OMI/C-002	
TITLE: SECTIONS THROUGH DUMPSITE AND ACCESS ROAD		BID NUMBER: WFTQ/OMA/ORC - 021/2024/2025			
CLIENT: OMACHEKE REGIONAL COUNCIL		DESIGN: R DU PLESSIS			
IMPLEMENTING AGENCY: DIRECTORATE OF PLANNING AND DEVELOPMENT SERVICES - ORC		DRAWN: R DU PLESSIS			
APPROVED:		SIGNATURE:		DATE: 12/08/2024	
					
					
				DIVISION: TECHNICAL SERVICES E-MAIL: rduplessis@omahkekec.gov.na CELL: 0811456807	
				OMACHEKE REGIONAL COUNCIL PRIVATE BAG 2277 GOBABIS NAMIBIA 062-5665500	