



TSUMEB MUNICIPALITY

Request for Quotations for Works

Fabrication and Installation of Two (2) Water Tower in Kuvukiland, Tsumeb

Procurement Reference No: W/RFQ/TBM-03/2024

Name of Bidder	:	_____
Contact Person	:	_____
E-mail Address	:	_____
Postal Address	:	_____
Bid Amount (Excl. VAT)	:	_____
Contact Number	:	_____

Documents must be submitted in:

The Quotation/Bid Box

Att: Procurement Management Unit (PMU)

Tsumeb Municipality

Erf 264, Moses Garoeb Street

P/Bag 2012, Tsumeb

Closing Date: Tuesday, 07 May 2024 at 11h00

LATE BIDS WILL NOT BE ACCEPTED!



TSUMEB MUNICIPALITY

Tel: +264(0)67221056/7/8
 Fax: +264(0)67221464/2210667

Private Bag 2012
 Tsumeb
 Namibia

Letter of Invitation

Name and Address of Bidder: _____

Procurement Reference Number: W/RFQ/TBM-03/2024

22 April 2024

Dear Bidder,

Request for Quotations for the Fabrication and Installation of Two (2) Water Tower in Kuvukiland, Tsumeb

The *Tsumeb Municipality* 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 **Mr. Toivo Shipanga** (Tel: +264(0)67221056/7/8, E-mail: tshipanga@tsumebmun.org.na / procurement@tsumebmun.org.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,

Mr. Toivo Shipanga
Head: Procurement Management Unit

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

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

4. Eligibility Criteria

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

- (a) a valid certificate of good standing with the Receiver of Revenue;
- (b) a valid certificate of good standing with the Social Security Commission or, in the case where
- (c) a company has no employees, a confirmation letter from the Social Security Commission;
- (d) as required by the Affirmative Action (Employment) Act 1998 (Act no. 29 of 1998) –
 - (i) a valid affirmative action compliance certificate issued under section 41 of that Act;
 - (ii) an exemption issued under section 42 of that Act; or
 - (iii) a proof from the Employment Equity Commission that the bidder or the supplier is not a relevant employer as defined in that Act
- (e) a written undertaking as contemplated in section 138(2) of the Labour Act, 2007 (Act No. 11 of 2007); and
- (f) a valid –

- (i) certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia;
 - (ii) certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia
 - (iii) document serving as evidence of registration as a trust and the trust deed for a trust registered under laws regulating trusts in Namibia; or
 - (iv) partnership agreement in the case of a partnership, a valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar agreements, but a bidder or supplier who is a sole proprietor only needs to comply with the provisions of (a) to (d)
- (g) have a certificate indicating SME Status (for Bids reserved for SMEs);
- (h) Submit signed Bid-securing Declaration.

Documents are accepted as follows:

- (a) A valid original document;
- (b) A valid certified copy of an original document, as 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) as amended; or
- (c) A printout of a valid electronic or online document issued in terms of the Electronic Transaction Act, 2019 (Act No. 4 of 2019), subject to the authentication or validation of such printout by a public entity during the bid evaluation process, in accordance with the authentication or validation guidelines of the issuing authority.

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 *2 Weeks* after acceptance and issue of Purchase Order. Deviation in completion period shall be considered if such deviation is reasonable.

7. Sealing and Marking of Quotations

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

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at ***Municipal Head Offices, Erf 264, Moses Garoeb Street, Tsumeb***, not later than ***Tuesday, 07 May 2024 at 11h00***. Quotations by post or hand delivered should reach *the same address* 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 Tsumeb Municipality website: www.tsumebmun.org.na 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. 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:	Tsumeb Municipality
Procurement Reference Number:	W/RFQ/TBM-03/2024
Subject matter of Procurement:	Fabrication and Installation of Two (2) Water Tower in Kuvukiland, Tsumeb

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: *[Day | month | year]*.....

Procurement Ref No.:

To: Tsumeb Municipality, Erf 264, Moses Garoeb Street, Tsumeb

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.]*



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description:

.....

.....

Anticipated Contract Duration:

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

.....

3. UNDERTAKING

I[insert full name], owner/representative

of[insert full name of company]

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

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

Signature:

Date:

Seal:.....

Please take note:

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

SECTION III: STATEMENT OF REQUIREMENTS

Fabrication and Installation of Two (2) Water Tower in Kuvukiland, Tsumeb

- The scope works includes fabrication and installation of two (2) water tower stands in Kuvukiland. The contractors are required to purchase steel materials, fabricate it and install on site as per the drawing attached. The works excludes procuring of the 10m³ tanks as they are already available.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: _____

[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	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
1.	Preliminary and general	1	Each		
2.	Construction of 470 x470 mm ,20mpa concrete base as indicated on the drawings for two (2) tanks The rate shall cover the cost for materials and excavation works, casting of steel plats as per the attached drawing	1	Each		
3.	Fabricate, transport and erect steel tank stands for the two water tanks as per the attached drawing The rate shall include all steel materials required for the fabrication and steel paint for corrosion protection	1	Each		
4.	10% contingency upon approval from Engineer				
				Subtotal	
Enter 0% VAT rate if VAT exempt.				VAT @ %	
				Total	

Priced Activity Schedule Authorised By:

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

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: _____

[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)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1.	470mm x 470, 20 Mpa Concrete base		
2.	Steel stands (80 x80x8) mild steel Angle iron		
3.	Bracing (60 x60x6mm) mild steel Angle iron		

Specifications and Compliance Sheet Authorised By:

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

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. W/RFQ-GCC) available on the website of the Public Entity www.tsumebmun.org.na except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

GCC Clause Reference	Special Conditions
Employer GCC 1.1(r)	<i>Tsumeb Municipality</i>
Intended Completion Date GCC	The intended completion date is: 1 month upon receipt of a Purchase Order
Project Manager GCC 1.1(y)	The Project Manager is: Mr. E. Erastus
Site GCC 1.1(aa)	The Site is located at Kuvukiland, Tsumeb
Start Date GCC 1.1(dd)	The Start Date shall be: Upon Contract Signing
The Works GCC 1.1(hh)	The Works consist of: Fabrication and erecting of the steel water tank in two location at Kuvukiland , the works excludes the purchase of the water storage tanks, which will be vailed by the Municipality
Interpretation GCC 2.2	The project will be completed in the following sections: <ul style="list-style-type: none"> - Construction of the base for the tanks - Fabrication of the steel water stands, transport and erect.
Interpretation GCC2.3	The following additional documents shall form part of the contract: <ul style="list-style-type: none"> - Attached Drawing
Language and Law	The language of the contract is English The law that applies to the Contract is the law of Namibia.

GCC Clause Reference	Special Conditions
GCC 3.1	
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 <i>may</i> delegate his/her duties.
Notices GCC 6	Any notice shall be sent to the following addresses: For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be Mr. Toivo Shipanga For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be _____
Insurance GCC 13.1	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: <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 <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</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>

GCC Clause Reference	Special Conditions
	<p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
Site Date GCC 14.1	The site Data shall be:
Possession of the Site GCC 20.1	The Site Possession Date shall be: 7 days upon appointment
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 2 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates <i>shall</i> be required..
Defects Liability Period GCC 33.1	The Defects Liability Period is: <i>6 Months</i>
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”.
Payments GCC 40	<p>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:</p> <p>(a) the payment certificate; and</p> <p>(b) a certificate of Completion of the Works.</p>
Price Adjustment GCC 44.	The Contract <i>is not</i> subject to price adjustment.
Retention GCC 45.	(i) no proportion of any payments shall be retained

GCC Clause Reference	Special Conditions
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are <i>0.05%</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>5%</i>
Bonus GCC 47.1	The rate for the Bonus per calendar day is: <i>Not Applicable</i>
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security GCC 49.1	(i) No Performance Security is required
GCC 56.1	“As built” drawings or operating and maintenance manuals <i>are not</i> required.

SCHEDULE 2

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: _____

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Securing Declaration		
All eligibility requirements as stipulated in the bidding document		

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.*

