



THE NAMDIA FOUNDATION PROJECTS **(EDUCATION PILLAR)**

ISSUED ON: 03 May 2024

FOR THE PROCUREMENT OF

**PROJECT: RENOVATION AND UPGRADING OF KASIVI PRIMARY
SCHOOL IN THE KAVANGO WEST REGION – WATER TANK AND STAND**

PROCUREMENT REFERENCE NO: W/RFQ/NAMDIA-05/2024

STANDARD BIDDING DOCUMENT

BIDDER`S DETAILS

| | |
|-----------------------|---------------------------------|
| Bidder Name: | Bidder Representative: |
| Tel: | Mobile: |
| Fax: | E-Mail: |



Letter of Invitation

W/RFQ/NAMDIA-05/2024

03 May 2024

Dear Sir/Madam

Request for Quotations for Renovation and Upgrading of Kasivi Primary School in the Kavango West Region – Water Tank and Stand

NAMDIA 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 procurement@namdia.na tel: +264 61 83 331 1126

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,

Lituwete Ndaedapo

Head of PMU

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

NAMDIA reserves the right:

- (a) to award the contract to the bidder having submitted the lowest evaluated substantially responsive bid which meet the qualification criteria specified in the bidding document, as per Section 55(1) of the Public Procurement Act, Act 15 of 2015; and
- (b) to accept or reject any bid or to cancel the bidding process; or
- (c) reject all bids 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. Mandatory Requirement/Documents

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

- a) have valid company registration documents and shareholder certificates for PTY's / members interest certificates for close corporations; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths (Act No. 16 of 1963))**
- b) have an original or valid certified copy of good Standing Tax Certificate; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths (Act No. 16 of 1963))**
- c) have an original or valid certified copy of good Standing Social Security Certificate; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths (Act No. 16 of 1963)). The Good Standing Social Security Certificate is valid if issued on or after bid advertisement date.**
- (d) have an original or valid certified copy of 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; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths (Act No. 16 of 1963))**

-
- (e) have a certificate indicating SME Status (for Bids reserved for SMEs) (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths (Act No. 16 of 1963); **(Not applicable to this bid)**).
 - (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) Initial all pages of the Bid Document including all attachments.

5. Conflict of Interest

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall

be disqualified. 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 the Procuring Agent regarding this bidding process; or
- (e) 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
- (f) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

6. Bid Security/Bid Securing Declaration

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

7. Works Completion Period

The completion period for works shall be two (2) Months after acceptance and signing of Contract. No deviation in completion period shall be considered.

8. Sealing and Marking of Quotations

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

9. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at:

NAMDIA Office

Erf 337, Cnr of Sam Nujoma Drive and Kwame Nkrumah Road

Klein Windhoek,

Windhoek

not later than **22 May 2024** on or before **11h00**. Bids by post or hand delivered should reach the above address by the same date and time at latest. Late bids will be rejected.

Bids received by e-mail will not be considered.

10. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 9 above on **22 May 2024** at **11h05**. 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.

11. Evaluation Criteria and Responsiveness of Bids

NAMDIA shall have the right to request for clarification during evaluation. Offers that are substantially responsive shall be compared after arithmetical corrections are done on them and the lowest evaluated bid will be determined.

This section contains supplementary criteria that NAMDIA shall use to evaluate bids.

11.1 Evaluation

The following criteria shall apply:

- 11.1.1 This bid is reserved for entities incorporated in Namibia with 100% shareholding or equity vested in Namibian Citizens.

Non-compliance to the aforementioned will result in the Bidder being disqualified. Include Share Certificates (Pty Ltd) or Founding Statement (CC) as well as Identity Documents as per 11.5.1

- 11.1.2 Bidders should provide valid proof of citizenship in the form of Namibian Identity Document (ID), 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).

(a) Adequacy of Technical Proposal

Evaluation of the Bidder's Technical Proposal will include an assessment of the Bidder's technical capacity to mobilize key equipment and personnel for the contract consistent with its proposal regarding work methods, scheduling, and material sourcing in sufficient detail and fully in accordance with the requirements stipulated in Section V (Employer's Requirements).

(b) Multiple Contracts (Not applicable to this Bid)

Pursuant sub-clause 1.1 of the Instructions to Bidders, if Works are grouped in multiple contracts, evaluation will be as follows:

(c) Completion Time

two (2) months

(d) Technical Alternatives

Not applicable to this bid.

(e) Margin of Preference

- i. The applicable margins of preference applicable for Exclusive Preferences to Local Suppliers and their application methodology as follows:

$$A = \frac{\text{Margin of Preference} \times \text{Bid Price}}{100}$$

- ii. Bidders applying for the Margin of Preference shall submit, evidence of:

| CATEGORIES OF BIDDERS | MARGIN OF PREFERENCE | DOCUMENTARY EVIDENCE |
|---|----------------------|--|
| Namibian Shareholding | 3% | if the bidder meets any of the qualification criteria under section 71(3) of the Act |
| Materials 50 – 60% | 2% | if the bidder has signed a declaration that 50% of the total value of goods or materials to be used for the works are manufactured, grown, mined, or extracted in Namibia. |
| Services rendered by Namibian key personnel inclusive of Management | 2% | -1% - if 50% - 60% of key personnel inclusive of management are Namibian citizens. -2% - if more than 60% of key personnel inclusive of management are Namibian citizens; |
| Services rendered by Namibian semi-skilled employees | 3% | if 100% semi-skilled labourers are Namibian citizens. |
| TOTAL | 10% | |

(f) Additional requirements

- ✓ **For your Bid to be determined responsive, your Bid must be Technical Responsive to Evaluation Criteria.**
- ✓ **If your Bid price is more than 10% above or below the Quantity Surveyor's Cost Estimate, it will be deemed to be non-responsive.**
- ✓ **The procurement contract will be awarded to the bidder having submitted the lowest evaluated substantially responsive bid which met the qualification criteria specified in the bidding document, as per Section 55(1) of the Public Procurement Act, 2015.**
- ✓ **a Bidder can only be award one bid for this pillar (education). However, this does not limit the bidder bidding in more than one bid.**

11.1.3 In the case of Joint Ventures (JV), all parties to the JV must comply with the requirement in (11.1.1) and should provide proof as required in 4 and (11.1.2) above.

11.2 Preliminary Examination of Bids:

| # | Description | Compliant | Non-Compliant |
|--------|---|-----------|---------------|
| 11.2.1 | Has the bidder submitted a duly filled in, signed and/or stamped, and dated Bid Letter; | | |
| 11.2.2 | Has the Bidder provided a written Special 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 (Completion of Form-Special Power of Attorney on page 22) (Not applicable to sole owners of entities who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf) | | |
| 11.2.3 | Has the bidder submitted an original copy of the bid typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder. | | |
| 11.2.4 | Are all pages in the bidding document initialled by the person duly authorized to sign the bid. | | |
| 11.2.5 | Has the bidder completed, signed and submitted a Bid Securing Declaration? | | |

BIDDERS THAT DO NOT COMPLY WITH THE STIPULATED REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE, THEREFORE DISQUALIFIED AND EXCLUDED FROM FURTHER EVALUATION AND COMPARISON.

11.3 Eligibility Criteria:

| # | Description | Compliant | Non-Compliant |
|--|--|-----------|---------------|
| 11.3.1 | Is the Bidder 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? | | |
| 11.3.2 | <p>Does the bidder appear on any of the development bank ineligibility lists as follows:</p> <ul style="list-style-type: none"> 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 | | |
| OVERALL ADMINISTRATIVE COMPLIANCE | | | |

BIDDERS WHO APPEAR ON ANY OF THE INELIGIBILITY LISTS SHALL BE CLASSIFIED AS NON-RESPONSIVE, THEREFORE DISQUALIFIED AND EXCLUDED FROM FURTHER EVALUATION AND COMPARISON.

11.4 CONFLICT OF INTEREST

| Conflict of Interest | | | | |
|----------------------|----------------------------------|---|-----|----|
| No. | ITB Reference and/or page number | Mandatory Requirements | Yes | No |
| 11.4.1 | ITB 5 | <p>Does the bidder have a controlling partner in common with one or more parties in this bidding process?</p> <p>OR</p> <p>Does the bidder receive or have the bidder received any direct or indirect subsidy from any of the controlling partners?</p> | | |
| 11.4.2 | ITB 5 | Does the bidder have the same legal representative with any other bidder(s) for purposes of this bid? | | |
| 11.4.3 | ITB 5 | Does the bidder have a relationship with any other bidder(s), 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 the Procuring Agent regarding this bidding process? | | |
| 11.4.4 | ITB 5 | <p>Has the bidder participated in more than one bid in this bidding process?</p> <p><i>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</i></p> | | |
| 11.4.5 | ITB 5 | Has the 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 this Bid? | | |

NOTE: ALL BIDDERS FOUND TO HAVE A CONFLICT OF INTEREST SHALL BE DISQUALIFIED.

11.5 Legal Admissibility Evaluation Grid:

| # | Description | Compliant | Non-Compliant |
|--------|---|-----------|---------------|
| 11.5.1 | <p>Does the bidder meet the requirement of entities incorporated in Namibia with 100% shareholding or equity vested in Namibian Citizens.</p> <p>Bidders (Owners) have provided Share Certificates (Pty Ltd) or Founding Statement (CC) as well as valid proof of citizenship ((Namibian Identity Documents, IDs), (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)))</p> | | |
| 11.5.2 | <p>Has the bidder submitted a valid <u>certified</u> copy of company registration / founding statement (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))</p> <p>All JV partners must comply.</p> | | |
| 11.5.3 | <p>Has the bidder provided a valid original or valid certified copy of a Good Standing Tax Certificate (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));</p> <p>All JV partners must comply.</p> | | |
| 11.5.4 | <p>Has the bidder provided a valid original or valid <u>certified</u> copy of a Good Standing Social Security Certificate (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)). The Good Standing Social Security Certificate is valid if issued on or after bid advertisement date</p> <p>All JV partners must comply.</p> | | |
| 11.5.5 | <p>Has the bidder provided a valid certified copy (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)) of an Affirmative Action Compliance Certificate, or 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.</p> | | |

| | | | |
|---------------------------------|---|--|--|
| 11.5.6 | Has the bidder submitted 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 52.1 of the General Conditions of Contract if it is awarded the contract or part thereof. | | |
| 11.5.7 | <p>In case of a JV, Bidder has submitted the following additional documentation:</p> <p>a) A duly signed and legally binding joint venture agreement outlining the following:</p> <ul style="list-style-type: none"> (i) Roles and Responsibilities of each party. The Roles and Responsibility of each party shall not be altered at any point without the written consent of the Employer; (ii) That there will be a JV's bank account; (iii) Percentages of partners in the JV; and (iv) That the partners are jointly and severely liable for the execution of the contract in accordance with the contract terms. <p>b) Power of attorney for the signatory of the joint venture.</p> <p>In the case of intended Joint Ventures (JV) has the bidders submitted a dully signed letter of intent by all parties to the JV outlining the above requirements in (i) to (iv)</p> <p>(Existing JVs shall comply with the above requirements)</p> | | |
| OVERALL LEGAL COMPLIANCE | | | |

FAILURE TO SUBMIT THE ABOVE DOCUMENTS, THE BIDDER SHALL BE DEEMED NON-COMPLIANT, THEREFORE DISQUALIFIED AND EXCLUDED FROM FURTHER EVALUATION AND COMPARISON.

12. Qualification and Technical Criteria

Below is a list of the Qualification and Technical Criteria that the Bidder must pass :

| No. | Description | Yes | No |
|------|---|-----|----|
| 12.1 | Has the bidder submitted a works/Implementation plan. This plan should include the following: <ul style="list-style-type: none"> Construction programme (in the form of a Gantt chart) encompassing all aspects of the works and indication that construction will be completed within two (2) months. Company Profile. | | |
| 12.2 | Has the bidder submitted Curriculum Vitae (CVs) of employees dedicated to this project, i.e. Site Foreman & Plumber | | |
| 12.3 | Has the bidder submitted a list of Construction projects of Water tank with stand, completed by the bidder over the last five (5) years amounting to a cumulative financial amount of N\$ 200,000.00 with a minimum project value of N\$ 100,000.00 . <i>the bidder must have Completed a minimum of three (3) projects in the last five (5) years.</i> Evidentiary proof in the form of reference letters and/or completion certificates shall be provided. | | |
| 12.4 | Qualification and Experience of Proposed Technical Staff (Attach certified copy of Qualifications and CV. Failure to attach qualifications will lead to the bidder being disqualified). Site Foreman: with N5 qualification in Steel Fabrication with a minimum of 3 years' experience in similar construction works. <i>If less than 3 years, the bidder will be disqualified.</i> Plumber: with N3 qualification in Plumbing and Pipefitting with a minimum of 3 years' experience. <i>If less than 3 years, the bidder will be disqualified.</i> | | |
| 12.5 | Has the bidder submitted a written statement that all unskilled and semi-skilled workers will be employed from the Kavango West Region, i.e. the area where the project is located. | | |
| | OVERALL TECHNICAL COMPLIANCE | | |

BIDDERS THAT DO NOT COMPLY WITH ANY OF THE STIPULATED REQUIREMENTS WILL BE DEEMED NON-RESPONSIVE, THEREFORE DISQUALIFIED AND EXCLUDED FROM FURTHER EVALUATION AND COMPARISON.

13. Prices and Currency of Payment

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

Bids 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.

14. Margin of Preference

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

As per 11.1.2 (e) above

- (b) Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of:

Not applicable

15. Award of Contract

The Bidder having submitted the lowest evaluated responsive bid and qualified to perform the works shall be selected for award of contract, subject to codes of good practice.. Award of contract shall be by issue of a Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract and the General Conditions of Contract.

16. 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 inclusive of provisional and contingencies sum and VAT.

17. Notification of Award and Debriefing

NAMDIA 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 seven (7) days. Furthermore, NAMDIA shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

SECTION II: BID LETTER

(to be completed by Bidders)

| | |
|-------------------------------|--|
| Bid addressed to: | NAMDIA Erf 337, Cnr of Sam Nujoma Drive and Kwame Nkrumah Road Klein Windhoek, Windhoek |
| Procurement Reference Number: | W/RFQ/NAMDIA-05/2024 |
| Subject of Procurement: | Renovation and Upgrading of Kasivi Primary School in the Kavango West Region – Water Tank and Stand |

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Invitation for Bids referenced above.

We confirm that we are eligible to participate in this Bidding exercise and meet the eligibility criteria specified in Section 1: Invitation for Bids.

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 Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to [forfeiture of the security amount / disqualification on the grounds mentioned in the BD].

We declare that the salaries and wages to be paid in respect of this quotation are compliant with the relevant Laws, Remuneration Order and Award where applicable and that we shall abide to clause 52 of the General Conditions of Contract, if we are awarded the contract or part thereof.

The validity period of our bid is **90 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 bid validity.

Works will commence within **7 days** from date of signing of Contract.

Works will be completed within **two (2) months** from date of signing of Contract.

Bid 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.: W/RFQ/NAMDIA-05/2024

**To: NAMDIA
Erf 337, Cnr of Sam Nujoma Drive and Kwame Nkrumah Road
Klein Windhoek,
Windhoek**

I/We* understand that in terms of section 45 of the Procurement Act, I/We* 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***



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2007 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.*

To: NAMDIA
 Erf 337, Cnr of Sam Nujoma Drive and Kwame Nkrumah Road
 Klein Windhoek,
 Windhoek

RE: PROCUREMENT NO. W/RFQ/NAMDIA-05/2024

Procurement Description:

Anticipated Contract Duration:

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

**UNDERTAKING IN LINE WITH DIRECTIVE ISSUED IN TERMS OF SECTION 73
 OF THE PUBLIC PROCUREMENT ACT, 2015 (ACT NO.15 OF 2015) ON
 RESERVATION TO LOCAL SUPPLIERS**

I*[insert full name]*, owner/representative

of*[insert full name of company]*

hereby undertakes in writing that:

- in line with the local sourcing directive of 14 December 2020, my company will employ 100% unskilled and semi-skilled workers from the Kavango West Region i.e. the area where the project is located for the entire duration of the contract period.
- in line with the local sourcing directive of 14 December 2020, materials will be sourced locally where possible
- the salaries and wages payable to my personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that i will abide to sub-clause 52.1 of the General conditions of Contract if awarded the contract or part thereof;

I am fully aware that failure to comply with the directive will constitute a breach of the procurement contract and such breach may be dealt with in line with the General Conditions of Contract (GCC) sub-clause 57.3 of the said contract.

Signature:

Date:

COMPANY SHAREHOLDING INFORMATION FORM

Name of Shareholders and the percentage shares owned:

| Name of Shareholder | Age | Namibian (Yes/ No) | Previously Disadvantaged Namibian (Yes/ No) | Non-Namibian Citizen (Yes/ No) | Full time employed (Yes/No) | Percent age shares |
|---------------------|-----|--------------------|---|--------------------------------|-----------------------------|--------------------|
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| | | | | | | |
| | | | | | | Total= 100% |

COMPANY ORGANIZATIONAL STRENGTH FORM

| Category | Number of Namibians | Number of Formerly Disadvantaged Namibians * |
|--|---------------------|--|
| a) Managers (apart from shareholders) | | |
| b) Number of all employees excluding Managers | | |
| c) Number of Female(s) | | |
| d) Number of Male (s) | | |
| e) Number of disabled Female (s) | | |
| f) Number of disabled Male(s) | | |
| g) Total number of employees including Managers Excluding Shareholders | | |

NAMDIA

**Erf 337, Cnr of Sam Nujoma Drive and Kwame Nkrumah Road
Klein Windhoek,
Windhoek**

Dear Sir/Madam,

RE: PROCUREMENT NO. W/RFQ/NAMDIA-05/2024: SPECIAL POWER OF ATTORNEY

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 *[insert procurement reference number]*.

Title and Name _____

Signature _____

Such authorization has been conferred by the Board of Directors by way of a Board Resolution/ Member's Resolution *[delete where appropriate]* dated *[insert date of board/member's resolution]* attached hereto, to act on our behalf and in our name. The actions and representations of the aforementioned person shall be binding upon the grantors.

Place _____

Date _____

Name _____

Signature and Company Stamp

(Duly authorized to confirm such Special Power of Attorney)

Note: Not applicable to sole owners of entities who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf

18. SECTION II: STATEMENT OF REQUIREMENTS

18.1. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

1. Construction of Water Tank and Stand

19. SECTION III: 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 |
| | | | | | |
| | | | | | |
| | BIDDER TO COMPLETE BOQ | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | Subtotal | |
| | | | | VAT @ % | |
| | | | | Total | |

*** Columns A, B, C and D to be completed by Public Entity.**

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 specification and performance of the Works offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification 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. | As per the scope of works | | |
| | | | |

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

Specification and Compliance Sheet Authorised By:

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

General

The Bidder shall complete these schedules accurately and in full. Failure to complete the schedule in every detail may invalidate the tender. Bidders are requested to fill in only the information asked for and to use the S.I. system of units.

Information on Bidder

This form must be completed by all bidders (failure to do so may render the tender invalid).

Full Name, Postal and Street Address of Bidder:

.....

Organisational Strength

| Category | Total Number | Number of Namibians | Number of foreigners Citizen/permanent |
|-------------------------------|--------------|---------------------|--|
| a) Managing Director/s | | | |
| b) Managers | | | |
| c) Office Personnel Staff | | | |
| d) Technical Supervisor | | | |
| e) Skilled labour | | | |
| f) Contract Staff labour | | | |
| g) Number of female(s) | | | |
| h) Number of Male (s) | | | |
| (i) Number of Disabled People | | | |
| (j) Total | | | |

Formally disadvantaged Namibians = all persons who was or is directly or indirectly disadvantage in the Labour field as a consequence of social, economic or educational impalanees arising out of racially discriminatory laws or practices before the independence of Namibia.

Schedule of Work Satisfactorily Carried Out by Bidder

The Bidder shall indicate in the Schedule below the work satisfactorily carried out by him. Absence of this statement may prejudice the quotation as being submitted by an inexperienced contractor.

| NAME OF PRODUCT | CONSULTANT | TOTAL PROJECT VALUE | DATE COMPLETED |
|-----------------|------------|---------------------|----------------|
| | | | |

20. SECTION VI: 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 except where modified by the Special Conditions below.

21. SECTION VI: 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. *[This section is to be customised by the Public Entity to suit the requirements of the specific procurement]*

| A. General | |
|---------------------|---|
| GCC 1.1 (r) | The Employer is NAMDIA Erf 337, Cnr of Sam Nujoma Drive and Kwame Nkrumah Road Klein Windhoek, Windhoek Private Bag 91600 Tel: +26461 83 331 1126. |
| GCC 1.1 (v) | The Intended Completion Period for the whole of the Works shall be 1 Calendar Month. |
| GCC 1.1 (y) | The Project Manager is Tom Van Wyk Quantity Surveyor Friedrich Giese Str No.8 Klein Windhoek P.O Box 3098 Windhoek Namibia Tel: +264 (061) 242 905 |
| GCC 1.1 (aa) | <i>This site is situated at the following coordinates 18.17694°S, 19.50058°E.</i> <i>The Bidders are strongly advised to inspect the site and acquaint themselves thoroughly with the nature and extent of the works, transport facilities, condition of adjacent existing buildings and access to the site, limitations, and availability of working space, etc. before submitting their bids as no extras arising out of their failure to do so will be entertained.</i> |
| GCC 1.1 (dd) | The Start Date shall be at <i>the date of site handover.</i> |
| GCC 1.1 (hh) | The Works consist of Renovation and Upgrading of Kasivi Primary School in the Kavango West Region – Water Tank and Stand as specified under Project Specifications included in Section III: Statement of Requirements of the Bidding Document. |
| GCC 2.2 | Sectional Completions are: <i>Is Applicable</i> for this Contract. |

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| GCC 2.3 | <p>Replace the content of Clause GCC 2.3 with the following: The documents forming the Contract shall be interpreted in the following order of priority:</p> <ul style="list-style-type: none"> (a) the Contract agreement; (b) the Notification of Award (Letter of Acceptance); (c) the Addenda to the Bid Documents; (d) Bid Submission Form; (e) Bid Securing Declaration; (f) Appendix to Bid Documents; (g) Bidding Data Sheets (BDS); (h) Instruction to Bidders (ITB); (i) the Special Condition of Contract; (j) the Conditions of Contract; (k) Project Specifications; (l) Standard Specifications (SANS 1200); (m) the Construction Drawings; (n) the completed Schedules of Quantity; and (o) Completed Schedules and any other documents forming part of the Contract. |
| GCC 5.1 | The Project Manager may delegate any of his duties and responsibilities to his representative . |
| GCC 6.1 | <p>A notice shall be effective:</p> <ul style="list-style-type: none"> 1.) When it is delivered by hand and signed for. 2.) When it sent via email and the recipient confirms receipt. <p>Delivery address for notices is: Employer: NAMDIA Office Erf 337, Cnr of Sam Nujoma Drive and Kwame Nkrumah Road Klein Windhoek, Windhoek Private Bag 91600 Tel: +26461 83 331 1126.</p> <p>Contractor (complete full address where notices are to be delivered): _____ _____ _____</p> |
| GCC 8.1 | Schedule of other contractors: Not Applicable for this contract |
| GCC 9.1 | <p>Key Personnel: The amount to be deducted for the key personnel not employed fulltime by the Contractor for each key personnel is as follows:</p> <ul style="list-style-type: none"> ▪ N\$ 10 000-00 per month for the Contractor's Representative; ▪ N\$ 10 000-00 per month for the Contractor's Superintendent; and ▪ N\$ 7 500-00 per month for the Electrician. <p>The amount to be deducted for the personel not available at site is the latest hiring charges for each personel.</p> |
| GCC 12.1 | The language of the contract is English |

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| | The law that applies to the Contract is the law of the Republic of Namibia. |
| 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> <p>(a) for the Works, Plant and Materials: Contract Sum plus 25%</p> <p>(b) for loss or damage to Equipment: The replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Replacement value of the properties that are exposed to the action of the contractor in the execution of the works.</p> <p>(d) for personal injury or death: (i) of the Contractor's employees: N\$ 2,000,000.00 for each and every claim occurrence without a limit to the number of occurrences.</p> <p>(ii) of other people: N\$ 2,000,000.00 for each and every claim occurrence without a limit to the number of occurrences.</p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable: Applicable insurance will be requested.</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> |
| GCC 14.1 | <p>Site Data are:</p> <p>(a) Construction Drawings; (b) As-built Drawings; (c) Rainfall Data; (d) Site Diary; (e) Request for Approval of Works; and (f) Daily/Monthly Safety Reports.</p> |
| GCC 20.1 | The Site Possession Date(s) shall be <i>within 7 days after signing of the Contract Agreement.</i> |
| GCC 23.1 & GCC 23.2 | Appointing Authority for the Adjudicator: <i>The President of the Namibia Council of Architects and Quantity Surveyors in accordance with the Rules and Procedures for the Nomination of the Adjudication.</i> |
| GCC 24. | In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any |

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| | <p>dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p>NAMDIA shall choose one of the followings))</p> <p>"commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given." Or "the competent courts of Namibia"</p> |
| GCC 24.3 | Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: Shall be agreed between the parties and the Adjudicator. |
| GCC 24.4 | Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute or in any case of disagreement, by an Arbitrator to be appointed by the President of the Namiba Council of Architects and Quantity Surveyors . The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator shall be final and binding to both parties". |
| B. Time Control | |
| GCC 25.1 | <p>The Contractor shall submit for approval a Program for the Works within 5 calendar days from the date of the Notification of Award.</p> <p><i>The Program shall include, but not be limited to, the following elements under the conditions stipulated:</i></p> <ul style="list-style-type: none"> (a) Milestones; (b) Critical Path; (c) Production Rates; (d) Resource Management Plan; (e) Quality Assurance Plan; and (f) Project Cashflow Diagram. <p>The amount to be withheld for late submission of the Construction Program is N\$ 500-00 (Five Hundred Namibian Dollars & Zero Cents) per calendar day.</p> |
| GCC 25.3 | <p>The period between Program updates is 7 days days.</p> <p>The Program updates shall include, but not be limited to, the following elements under the conditions stipulated:</p> <ul style="list-style-type: none"> (a) Weekly Progress Report; and (b) Cashflow Status Report. <p>The amount to be withheld for late submission of an updated Program is N\$ 500.00 (Five Hundred Namibian Dollars & Zero Cents) per calendar day.</p> |

| C. Quality Control | |
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| GCC 31 | The Contractor shall at his own expense institute a quality control system. The cost of supervision and process control including testing carried out by the Contractor <i>shall be deemed</i> to be included in <i>final Contract Price</i> . |
| GCC 33.1 | The Defects Liability Period is <i>12 months (365 calendar days)</i> from the date of Practical Completion. |
| D. Cost Control | |
| GCC 37.6 | “...work above the limit stated in Sub-Clause 38.1...” should read “...work above the limit stated in Sub-Clause 36.1...” |
| GCC 39.7 | Interim Payment for Plant and Material on site <i>“is”</i> applicable. The applicable payment shall be limited to <i>80% of manufacturing cost when delivered</i> on site. |
| GCC 40.1 | The interest paid by the Employer for the late payment will be two (2) percent greater than the minimum lending rate charged by the Bank of Namibia, calculated from thirty (30) days after issue of payment certificate. |
| GCC 40.3 | <p>Payment of preliminaries</p> <p>The amount to be included in each monthly certificate in respect of preliminaries costs shall be calculated from the priced items within the preliminaries section of the bills of quantities.</p> <p>The contractor and project manager shall agree a division of the priced preliminaries items into:</p> <ol style="list-style-type: none"> 1) an initial or establishment charge, payment of which shall be made to the contractor on proof that the relevant expenditures have been made; 2) a monthly charge, and 3) a final or de-establishment charge. <p>Should the contractor and project manager be unable to agree such division then the project manager shall make a fair and reasonable division.</p> <p>In arriving at such division cognisance shall be taken of such factors as:</p> <ol style="list-style-type: none"> 1) Premiums for policies of insurance and performance guarantees being renewable annually, 2) Plant, scaffolding and the like remaining the property of the contractor or the hiring company and the capital cost thereof not being treated as part of the initial charge. <p>In the event of an extension of time for the completion of the works the monthly charge be recalculated on the same basis as originally but taking into account the revised contract period and the amounts already paid to the contractor.</p> |

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| <p>GCC 41.1 (l) (a)</p> | <p><u>Calculation of Extension of Time due to abnormal rainfall:</u></p> <p>Average rainfall figures based on rainfall records for Kavango are to be sourced from the Namibia Meteorological services. These shall be accepted to also represent the rainfall at Site. The monthly average (Nn and Rn) for this period shall, for the purpose of this contract, be taken to be the normal rainfall.</p> <p>The average annual rainfall for Kavango shall be accepted to be equal to that of the Site.</p> <p>Extension of time in respect of abnormal rainfall shall be determined in terms of method (i) below. The maximum extension of time that will be considered in respect of any given period, will be the number of working days in the period concerned on which work may be executed.</p> <p><u>Method (i) (Rainfall formula)</u></p> <p>Extension of time in accordance with this method shall be calculated separately for each calendar month or part thereof according to the formula below. It shall be calculated for the full period of completion of the contract, including any extension thereof that may have been granted:</p> $V = (Nw - Nn) + \frac{(Rw - Rn)}{X}$ <p>If any value of V is negative and its absolute value exceeds Nn, then V shall be taken as equal to minus Nn.</p> <p>The symbols shall have the following meanings:</p> <p>V = Delay due to rain in calendar days in respect of the calendar month under consideration</p> <p>Nw = Actual number of days during the calendar month on which the rainfall of Y mm or more was recorded</p> <p>Rw = Actual rainfall in mm for the calendar month under consideration</p> <p>Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the Project Specifications) on which a rainfall of Y mm or more per day was recorded</p> <p>Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the Project Specifications</p> <p>X = 20, unless otherwise provided in the Project Specifications</p> <p>Y = 10, unless otherwise provided in the Project Specifications</p> <p>The total delay that will be taken into account for the determination of the total extension of time for the contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc – Nn) calendar days, where Nc = number of calendar days in the month under consideration.</p> <p>The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.</p> <p>The factor (Rw – Rn) ÷ X shall be considered to represent a fair allowance for variations from the average for the number of days</p> |
|------------------------------------|--|

| | |
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| | <p>during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevented or disrupted work.</p> <p>This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.</p> <p>Accurate rain gauging shall be taken at a suitable point on the site daily at 08h00 unless otherwise agreed to by the Engineer, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.</p> |
| GCC 41.2 | Notwithstanding the provisions of this clause, the preliminaries shall be adjusted on the basis of fixed, time and value related items. (See GCC 40.3) |
| GCC 43.1 | The currency of the Employer's country is: Namibia Dollars. |
| GCC 44.1 | The Contract is not subject to price adjustment in accordance with GCC Clause 44, and the adjustment coefficients does not apply. |
| GCC 45.1 | The proportion of payments retained is: 10 (ten) percent of the value of the work and materials valued, until such a time as the amount retained equals 5 (five) percent of the contract sum, excluding VAT. |
| GCC 46.1 | <p>The liquidated damages for the whole of the Works are N\$ 500.00 (Five Hundred Namibian Dollars & Zero Cents) per calendar day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% (Ten Percent) of the final Contract Price.</p> <p><i>If the Contractor does not execute the work as per the agreed contract schedule & the project gets delayed beyond the contract period, whereby there is no genuine reasons for extension of time, the contractor has to bear the cost of the Supervision Consultancy Contract, on behalf of the Employer for the delayed construction period.</i></p> |
| GCC 47.1 | The Bonus for the whole of the Works is Not Applicable (N/A) for this Contract |
| GCC 48.1 | The Advance Payments is Applicable for this Contract. |
| GCC 49.1 | <p>The Performance Security amount is 10% (Ten Percent) of the Contract Price.</p> <p>The only form of Performance Security that will be acceptable under this Contract will be a Demand Guarantee as per the Typical Performance Security under SECTION VIII: CONTRACTUAL FORMS. Where the Performance Security is in the form of a Bank Guarantee, it shall be issued by:</p> <p>(a) a banking institution established in Namibia, or</p> <p>(b) a foreign bank through a correspondent bank established in Namibia.</p> |
| GCC 52.3 | "... payment is filed under subsection [Insert number] ..." should read "...payment is filed under subsection 52.1..." |
| E. Finishing the Contract | |

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| GCC 55.1 | Notwithstanding the provisions in this clause, a detailed final account of the total amount that the Contractor deems payable under the contract will be delivered to the Project Manager within 30 (thirty) days of issuance of Completion Certificate. |
| GCC 56.1 | The date by which “As-Built” Drawings, maintenance and operation manuals are required is 30 days after declaration of practical completion and not later than 120 days before issuance of final certificate. The “As-Built” Drawings shall include, but not be limited to, the following information: (a) As-built set-out layouts (complete with long sections); and (b) Construction process & quality control test results. |
| GCC 56.2 | The amount to be withheld for failing to produce “As Built” Drawings by the date required in GCC 56.1 is N\$ 1,000-00 per calendar day. |
| GCC 57.2 (g) | The Contractor shall breach the contract when the completion of the Works has been delayed by the number of days for which the maximum amount of liquidated damages can be paid. The maximum number of delayed days is: Thirty (30) days. Actual days will be calculated after cost estimate is completed. |
| GCC 57.2 (h) | “...or in executing the Contract, pursuant to GCC Clause 57.1” should read “...or in executing the Contract, pursuant to GCC Clause 58.1.” |
| GCC 57.3 | “...under GCC Sub-Clause 56.2...” should read “...under GCC Sub-Clause 57.2...” |
| GCC 59.1 | The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is 10% (Ten Percent). |