

Ministry of Health and Social Services

**Request for Quotations
for Works**

Procurement of
Minor renovation at Orumana Clinic, Kunene Region

Cost: _____

Minor renovation at Orumana Clinic, Kunene Region



REPUBLIC OF NAMIBIA

Ministry of Health and Social Services

Private Bag 13198
Windhoek
Namibia

Ministerial Building
Harvey Street
Windhoek

Tel: (061) 203 9111
Fax: (061) 30 10 18
procurement@mhss.gov.na

PROCUREMENT MANAGEMENT UNIT

Reference: 4/5/4

Letter of Invitation

Dear Sirs/Madams,

MINOR RENOVATION AT ORUMANA CLINIC KUNENE REGION

The Ministry of Health and Social Services requests you to submit your best quote for the items described in detail hereunder.

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

For enquiries, please do not hesitate to contact the following people:

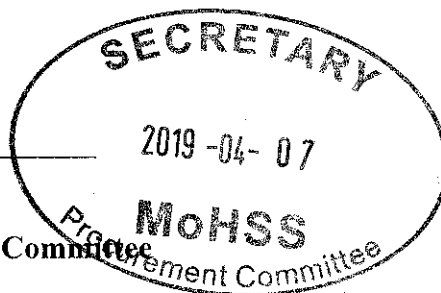
1. Technical enquiries: *Mr N. Hilukilwa (061 203 2175)*
2. Administrative enquiries: *Ms. A. Tobias (061 203 2172)*

Please prepare and submit your quotation (*by 11h00 on Tuesday, 15 October 2019*), in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,

Mr Evaristus Iita

Secretary: Procurement Committee



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SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The *Ministry of Health and Social Services* 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) have a valid certified copy of a company Registration Certificate;
- (b) have an original valid good Standing Tax Certificate;
- (c) have an original 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) Submit signed Bid-securing Declaration.
- (f) 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;

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 **90 (ninety) calendar days** 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 the **Ministry of Health and Social Services** not later than **11h00 on 15 October 2019**. Quotations by post or hand delivered should reach the **Ministry of Health and Social Services** by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

9. 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.

10. 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.

Bidder shall include the information and documents listed hereunder with their bids

- (a) total monetary value of construction works performed for each of the last five years;
- (b) experience in works of a similar nature and size for each of the last five years; and clients who may be contacted for further information on those contracts;
- (c) major items of construction equipment proposed to carry out the contract;
- (d) qualifications and experience of key personnel and technical personnel proposed for the contract

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).

11. 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.

12. Margin of Preference

12.1 None

13. 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.

14. 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.

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.

16. Range of bid

Only bid price that fall within 15% below and or above the cost estimate will be considered.

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

It is mandatory for the Bid Securing Declaration to be on the bidding company's letterhead with the wording as prescribed hereunder

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 _____

Signature _____



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.*

BILLS OF QUANTITIES

The quantities in these Bills of Quantities are fixed and shall be measured as executed and paid for according to prices in the Bill of Quantities and any unexpended amounts shall be deducted from the amount of the contract sum.

The quantities in these Bills of Quantities are **not** to be used for ordering materials.

The Bills of Quantities form part of and must be read in conjunction with the specification, which document contains the full description of the work to be done and material and equipment to be used and unless otherwise described in the Bills of Quantities, reference should be made to the specification for the full meaning or description of work to be done and materials and equipment to be used in this service.

The total tender price on the Tender Form shall constitute the contract price of the successful tenderer. Tenderers are advised to check their item extensions and total additions, as no claim for arithmetical errors will be considered.

No alteration, erasure or addition is to be made in the text of the Bills of Quantities. Should any alteration, or erasure be made, it will not be recognized but the original wording of the Bills of Quantities will be adhered to.

The priced Bills of Quantities of the successful tenderer will be checked and the Project Manager reserves the right to call for adjustment to any individual price and to rectify the discrepancy.

Variations in the scope and extent of the work included in the Bill shall be allowed to meet the Employer's requirements and shall be measured and costed at rates entered in the Bill, where appropriate, and shall form additions to or deductions from the total of the Bill.

Any items or variations for which rates have not been included in the Bill shall be agreed and priced as non-scheduled items in accordance with the provisions of the Contract.

The rules covering the extent and costing of the variation shall be those provided for in the form of conditions of contract.

Unless a separate rate for the supply and for the installation of any item is specifically called for, the supply and installation cost of any item shall be fully included in the unit price.

The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, waste, patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the conditions of contract.

All fittings and accessories always include the connections thereto. All measurements are net, unless otherwise stated, and tenderers must allow in their rates for wastage.

The quantities and rates included for day work shall form part of the tender price, but tenderers shall note that this item must be regarded as provisional and will only be payable to the contractor if and when a written order to this effect has been issued.

All provisional sums shall be expended as directed by the Project Manager and any balance remaining shall be deducted from the amount of the contract sum.

SECTION III: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

3.1 SCOPE OF CONTRACT

Supplying and delivering of materials for minor renovation at Outjo District in Kunene Region. The hospital is in a deplorable condition and need urgent renovation at the following Departments: Administration block, General wards for male and female, staff accommodation and clinic.

3.2 DRAWINGS

N/A

3.3 STANDARDS

All material and equipment supplied and/or installed under this Contract shall be new and the best of their respective kinds and shall comply with the requirements laid down in the latest editions of the relevant SANS (SABS), IEC or BS and their amendments (if any) and the requirements of this Specification.

In event of items bearing the SANS (SABS), mark being available in respect of the materials and equipment required, only items bearing this mark will be acceptable.

The workmanship under this Contract shall be of a high standard and to the satisfaction of the Project Manager

The work shall be carried out in accordance with the General Technical Specification laid down in Part IV of this Specification.

3.4 GENERAL TAXES AND DUTIES

Tenderers shall allow in their tender for all VAT, taxes and duties, to be paid in respect of all items of material, labour and equipment to be supplied in terms of this Contract where relevant. VAT is to be added in the Final Summary as a separate item.

B. DRAWINGS

N/A

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/** _____ / _____

[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 (NS) | Total Price (NS) |
|-----------------|----------------------------------|----------|-----------------|-----------------|------------------|
| A* | B* | C* | D* | E | F |
| 1 | See attached Bills of Quantities | | | | |
| Subtotal | | | | | |
| VAT @ % | | | | | |
| Total | | | | | |

Enter 0% VAT rate if VAT exempt.

*Columns A to D to be completed as applicable by the Public Entity

Priced Activity Schedule Authorised By:

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

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

[Public Entity shall customise this section and the table hereunder where the Service Providers have to achieve set specification and performance standards.]

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/** _____ / _____) available on the website of the Ministry of Health and Social Services (www.mhss.gov.na) except where modified by the Special Conditions below

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

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].*

| GCC Clause Reference | Special Conditions |
|---|---|
| Employer GCC 1.1(r) | Ministry of Health and Social Services Private Bag 13198, Harvey Street, Windhoek |
| Intended Completion Date GCC | The intended completion date is: _____ |
| Project Manager GCC 1.1(y) | The Project Manager is: <i>Department of Works, Kunene Region</i> |
| Site GCC 1.1(aa) | The Site is located at Orumana Clinic in Kunene Region |
| Start Date GCC 1.1(dd) | The Start Date shall be: 7 days after issue of purchase order |
| The Works GCC 1.1(hh) | Minor renovation at Orumana Clinic, Kunene Region |
| Interpretation GCC 2.2 | The project will be completed in the following sections: None |
| Interpretation GCC2.3 | The following additional documents shall form part of the contract: Bidding Document and Bills of Quantities |
| Language and Law GCC 3.1 | The language of the contract is English The law that applies to the Contract is the law of Namibia. |
| Project Manager's Decisions 4.1 | The Project Manager shall obtain specific approval from the Employer 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. |

| GCC Clause Reference | Special Conditions |
|--|--|
| Delegation GCC 5.1 | The Project Manager may delegate his/her duties. N/A |
| 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: <i>Ministry of Health Private Bag 13198, Harvey Street, Windhoek</i> 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 | NA |
| Site Data GCC 14.1 | The site data shall be: The Existing Outjo District Hospital in Kunene Region |
| Possession of the Site GCC 20.1 | NA |
| Procedure for Disputes GCC 24 | Adjudicator to be appointed only if a dispute arises |
| 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 <i>shall not</i> be required. |
| Defects Liability Period GCC 33.1 | The Defects Liability Period is: 12 calendar months |
| Payment Certificates GCC 39.7 | "Payment shall be made as per progress of works <i>with</i> payment for materials on site". |
| Payments GCC 40 | The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works. |
| Adverse weather Conditions GCC 41.1 (I) | As per the Namibia Metrological Service Definition |
| Price Adjustment | The Contract <i>is not</i> subject to price adjustment. |

| GCC Clause Reference | Special Conditions |
|----------------------------------|--|
| GCC 44. | |
| 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 | <p>The liquidated damages for the whole of the Works are N\$ 10,014.35 per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 5% of contract sum.</p> <p><i>[Usually liquidated damages are set between 0.05 per cent and 0.10 per cent per day, and the total amount is not to exceed between 5 per cent and 10 per cent of the Contract Price. Alternatively, the daily rate could reflect the actual prejudice that the procuring entity may claim to suffer as direct cost, where applicable or a nominal value taking into consideration the size of the building, nature of construction and the incidence due to non-availability of the building as from the intended completion date. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here.]</i></p> |
| Bonus GCC 47.1 | The rate for the Bonus per calendar day is: None |
| Advance Payment GCC 48.1 | No advance payment shall be paid to the Contractor |
| Performance Security GCC 49.1 | A Performance Security in the form of a Bank Guarantee representing 10% of the final contract price shall be required. * |
| GCC 56.1 | "As built" drawings <i>are not</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: 5% |

SCHEDULE 2
QUOTATION CHECKLIST SCHEDULE

| Description | Attached | Not Attached |
|---|----------|--------------|
| Quotation Letter | | |
| Priced Activity Schedules | | |
| Specification and Compliance Sheet | | |
| Bid Security (if applicable) | | |
| Valid Company Registration Certificate | | |
| Original valid Good Standing Tax Certificate | | |
| Original valid Good Standing Social Security Certificate | | |
| Valid Certified copy of Affirmative Action Compliance Certificate | | |

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.*

