



**Request for Quotations for Works:
Construction of an emergency culvert cross over access point
and basic earthworks at Mateteleka, Old Lusesse, Lusesse
Conservancy in the Zambezi Region**

Procurement Reference No: W/RFQ/GPTF-02/2022

Date of issue: 14 November 2022

Closing date and time: 30 November 2022, 11H00am

Bidder Name:

Postal Address:

Telephone No:

Mobile No.:

Contact Person:

E-Mail Address:

Bid Price (vat incl.)

VAT Registration no.

Physical Address: Environmental Investment Fund of
Namibia, 8933 Heinitzburg Heights, c/o Hienitzburg
& Burg Streets, Klein Windhoek, Windhoek,
Namibia

Letter of Invitation

To: (Contractor)

Request for Quotations:

Construction of an emergency culvert cross over access point and basic earthworks at Mateteleka, Old Lusese, Lusese Conservancy in the Zambezi Region.

The Game Products Trust Fund invites you to submit your best quote for the works described in detailed hereunder.

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

All queries should be submitted in writing and addressed to *Mr. Joseph Elagon at +264 (61) 431 7733 and emailed to: JElagon@eif.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,

Game Products Trust Fund

Section I: Instructions to bidders

1. Document Availability

The document will be available via email from the Game Products Trust Fund.

2. Preparation of Quotations

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

- (a) the Quotation Letter in Section II with its annex for the 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.

2. Validity of Quotations

The quotation validity period shall be 60 days from the date of bid submission deadline.

3. Works Completion Period

The completion period for works shall be 60 days after acceptance and issue of Purchase Order. Deviation in completion period shall be considered if such deviation is reasonable

4. 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.

5. Submission of Quotations

Quotations will close at **11h00 Namibian Time on 30 November 2022**. Late quotations will be rejected. Quotations received by e-mail or fax will not be considered.

Place of closing is:

Environmental Investment Fund of Namibia (Game Products Trust Fund [GPTF])

8933 Heinitzburg Heights,

C/o Heinitzburg & Dr. Theo Ben-Gurirab Streets,

Klein Windhoek

1st Floor Reception

Deposit in the bid box

6. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 5 above.

7. Evaluation of Quotations

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

8. Eligibility Criteria

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

- (a) have a valid good standing Tax certificate;
- (b) have a valid good standing social security certificate;
- (c) have a valid Affirmative Action Compliance certificate;
- (d) Have a valid Business Registration certificate;
- (e) Have a salary undertaking in terms of the Labour Act;
- (f) Have proof of access to plant and equipment to carry out the works.

The Public Entity may choose to request any bidder to substantiate compliance with these criteria.

9. 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.

10. 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.

11. Bid Security/Bid Securing Declaration

Bidders *are not* required to *submit a Bid Security*; however, a *Bid Securing Declaration* has to be signed and returned with this quotation.

12. Margin of Preference

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

- *Not Applicable. Bids will be assessed on responsiveness in relation to prevailing market rates.*

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 **Letter of Award** or **Purchase Order**.

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:	
Procurement Reference Number:	
Subject matter of Procurement:	

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

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Request for Quotations.

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.

The validity period of our Quotation is 60 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 _____ days from date of issue of Purchase Order/ Letter of Award.

Works will be completed within _____ *[Bidder to insert number]* days from date of issue of Letter of Award / Purchase Order.

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	

Bid Securing Declaration

(Section 45 of Act)

(Regulation 36(4))

Date:

RFQ nr:

To:

By subscribing to the undertaking in the Quotation letter:

I/We*..... accept that I/we*..... may be disqualified from bidding for any contract with any Public Entity for the period of time that may be determined by the Review Panel in accordance with the Public Procurement Act, if I am/we are* in breach of any obligation under the Quotation conditions, because I/we*:

(a) have modified or withdrawn my/our* quotation after the deadline for submission of quotations during the period of quotation validity specified by me/us in the Quotation letter; or

(b) have refused to accept a correction of an error appearing on the face of the Quotation; or

(c) having been notified of the acceptance of our quotation by the Game Product Trust Fund during the period of quotation validity, (i) have failed or refused to execute the Contract, if required, or (ii) have failed or refused to furnish the Performance Security, in accordance with the Instructions to Quote.

I/We* understand this Bid Securing Declaration shall cease to be valid (a) in case I/we am/are the successful bidder, upon our receipt of copies of the contract signed by you and the Performance Security issued to you by me/us; or

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)

In case of a Joint Venture, all the partners of the Joint Venture shall be jointly and severally liable.

* Delete as appropriate

SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

PROCUREMENT REFERENCE NUMBER: W/RFQ/GPTF-02/2022

Construction of an emergency culvert cross over access point and basic earthworks in Lusese

B. DRAWINGS

The drawings are attached with these schedules.

Section IV: Priced Activity Schedule

[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]

*The quantities shown in the B.O.Q are approximate and subject to **re-measurement** for payment purposes.*

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Site Clearance</u>				
1	Clear site of all vegetation, shrubs etc and grub off roots	m ²	650		-
	<u>Earthworks</u>				
2	Excavate pickable earth to a depth not exceeding 2m deep	m ³	21		-
	<u>Compaction</u>				
3	Compaction to bottom of excavations, 95% MODASSHTO	m ²	350		-
	<u>Weedkiller</u>				
4	Apply approved brand of weedkiller to manufacturers instruction	m ²	650		-
	<u>Imported Filling</u>				
5	G5 imported filling compacted to 95% MOD ASSHTO in layers not exceeding 150mm deep	m ³	616		-
	<u>Cartaway excess material</u>				

6	Cartaway excess excavated material to a dumpsite to be located by the contractor	m ³	21		-
	<u>Stone Filling</u>				
7	200 diameter loose stone filling to excavations	m ³	105		-
	<u>Concrete & Reinforcement</u>				
	<u>30Mpa reinforced concrete:</u>				
8	In base	m ³	70		-
9	In wing walls	m ³	23		-
	<u>Reinforcement</u>				
10	High yield diameter bars, various sizes	kg	2530		-
	<u>Rough Formwork</u>				
11	Rough Formwork to sides of concrete walls	m ²	34		-
	<u>Sundries</u>				
12	Finish exposed top surfaces of concrete with a wood float	m ²	350		-
	<u>Class D Concrete Pipes</u>				
13	Class 100D, concrete pipes 600mm diameter	m	25		-
	Carry Total Amount to Priced Activity Schedule				

PRICED ACTIVITY SCHEDULE

NOTE: -
VAT to be stated explicitly. **VAT NUMBER.....**

ITEM	DESCRIPTION	TOTAL COST (N\$)
	TOTAL SCHEDULE OF QUANTITIES	
	ADD 10% CONTIGENCY	
	SUB TOTAL	
	ADD 15% VAT	
TOTAL (VAT INCL.)		N\$

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: **W/RFQ/GPTF-02/2022**

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

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1	<i>Construction of emergency culvert access point and basic earthworks</i>		

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

Specifications and Compliance Sheet Authorised By:

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

General Conditions of Contract

Any resulting contract shall be placed by means of a Purchase Order / Letter of Award and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. W/RFQ/GPTF-02/2022) as appended to this RFQ, except where modified by the Special Conditions below.

Section VI: Contract Agreement

Any resulting contract shall be placed by means of a Purchase Order / Letter of award and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Works except where modified by the Special Conditions below.

Section VII SPECIAL Conditions of Contract

Procurement Reference Number: **W/RFQ/GPTF-02/2022**

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
Project Manager GCC 1.1(y)	The Project Manager is: Ministry of Environment, Forestry and Tourism
Site GCC 1.1(aa)	The Site is located at <i>Lusese Conservancy in the Zambezi Region</i> and is defined in Drawings Nos: _____
Start Date GCC 1.1(dd)	The Start Date shall be: December 2022
The Works GCC 1.1(h)	The Works consist of: Construction of an emergency culvert cross over access point and basic earthworks at Mateteleka, Old Lusese, Lusese Conservancy in the Zambezi Region
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.
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 _____ 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:

	<p>(a) for the Works, Plant and Materials: (<i>for the full amount of the works including removal of debris, professional fee etc...</i>)</p> <p>(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>)</p> <p>(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></p> <p>(d) for personal injury or death:</p> <p>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></p> <p>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></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.</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>
Intended Completion Date GCC 16.1	The Intended Completion Date for the whole of the Works shall be: December 2022
Possession of the Site GCC 20.1	The Site Possession Date shall be: December 2022
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 3 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>180 days.</i> <i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i>
Payment Certificates GCC 39.7	<i>[Public Entity shall choose either:</i>

	<p>“ 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”.</p> <p><i>Or:</i> “Payment shall be made as per progress of works <i>with/without</i> * payment for materials on site”.</p> <p><i>*delete as appropriate]</i></p>
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: the payment certificate; and a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (1)	<i>Namibia Meteorological Services to define adverse weather conditions</i>
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	(ii) 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 <i>[insert rate]</i> per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is <i>[amount based on a maximum number of days]</i>.</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>
Advance Payment GCC 48.1	<p>(i) No advance payment shall be made* or</p> <p>(ii) An amount representing <i>[10-20% of the contract price]</i> shall be released against a Bank Guarantee for mobilisation of plant and equipment.*</p> <p><i>* Delete as appropriate</i></p>
Performance Security GCC 49.1	<p>No Performance Security is required*or</p> <p>A Performance Security in the form of a Bank Guarantee representing <i>[insert percentage]</i> of the final contract price shall be required.*</p> <p><i>* Delete as appropriate</i></p>
GCC 56.1	“As built” drawings or operating and maintenance manuals <i>[insert are or 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: <i>[insert percentage]</i>

Evaluation Criteria

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

Evaluation Criteria

a) Range of Bid

Bids that fall within a range of 10% below or 10% above the estimated construction cost, including provisional sums, contingencies, escalation and VAT, will be adjudicated.

b) Margin of Preference

Not Applicable

c) Evaluation Criteria

Quotations will be evaluated based on eligibility criteria and value for quote. The quote with the lowest value will be selected to execute the work.

d) Calculation of the Tender Index

The **Tender Index (I^T)** for each compliant Tender will be calculated **per each Contract Area** by weighted attributes using the formula below:

$$I^T = 0.3 \times P^S + 0.7 \times T^S$$

P^S = the **Price Score** for the Tender under consideration, calculated **per each**

Contract Area **T^S** = the **Technical Score** for the Tender under consideration

The **Technical Score** will be calculated for each Tender in accordance with the following formula:

$$T^S = (T^F + T^X + T^C + T^M + T^N + T^D + T^P)$$

where the various elements of the equation are defined and derived as follows:

Technical Evaluation

ITEM	NON-PRICE ATTRIBUTES TECHNICAL / CAPACITY/ PDN ATTRIBUTES	MAX. POINTS	CLAUSES IN SEC I: ITB
TF	Bid Declaration Form (Data Form 2) Bid Declaration Form	10	ITB5
TX	Relevant Experience (Data Form 7) Comply with Experience Requirements Similar Projects completed in the past 3years with reference letters/ completion certificates provided	10 15	
TC	Relevant Competence: Staff: Competence of Support, Steel and concrete Earthwork and Pipe works Foreman • As per Data Form 5	10 10 10	
TM	Plant Capacity • As per Data Form 4	15	
TL	Project Methodology • Bidder to give detailed methodology on how to execute the project given that existing borehole information is not available, should include plan of action with sketches	20	
TS	Technical Score	100	

Note: With reference to the Technical Score Table above, Bidders are required to fill in all the relevant Bidding Forms in Section II and to submit certified copies of supporting documentation that will enable the Evaluators to verify (and award points with regard to) the above-mentioned attributes. Bidders who achieve a Technical Score of less than 70 will be deemed to be non-compliant and will be disqualified from any further evaluation.

Schedule 4: Quotation Checklist Schedule

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

Procurement Reference No.: W/RFQ/GPTF-02/2022

Description	Attached (please tick if submitted and cross if not)
Quotation Letter	
Priced Activity Schedules	
Specification and Compliance Sheet	

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.