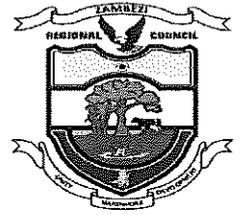




**Republic of Namibia
Zambezi Regional Council**

Directorate of Education, Innovation, Youth, Sports, Arts and Culture



Tel: +264-66-261771
Cell: +264-81-1401181

Ngoma/ Hospital Road
Govt Building/ ZRC Office Park

Private Bag 5002
Katima Mulilo

REGIONAL PROCUREMENT COMMITTEE

STANDARND BIDDING DOCUMENTS FOR REQUEST FOR SEALED QUOTATION
(Established under section of the public Procurement Act,2015)

Tel.: (066) 261 771
Fax: +264-81-1401181
Enquires: Mr A. Shikoyeni

Private Bag 5002
Ngoma Road
Katima Mulilo
Namibia

Our Ref: NCS/RFQ/ZRC-68/ ZAMBEZI REGION
BID NO : W/RFQ/ZRC-68 /2025/2026
CLOSING DATE : 19 February 2026
TIME : 10H00

DESCRIPTION: Emptying of septic tanks at various schools for the Directorate of Education, Innovation, Youth, Sports, Arts and Culture in Zambezi Region

BIDDER

ADDRESS

TEL

FAX/EMAIL

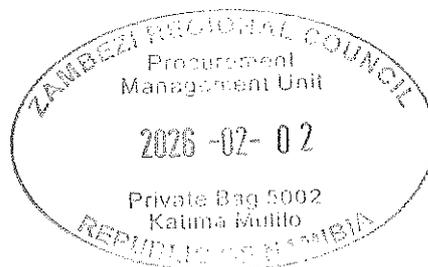
Total price

DOCUMENTS MUST BE POSTED /DELIVERED BEFORE 10H00 ON THE CLOSING DATE TO:

The Secretary:
Zambezi Regional Procurement Committee
Ngoma Road
Private Bag 5002
Katima Mulilo
Namibia

NB: FREE LEVY

- **NB!!! THIS DOCUMENT INCLUDING ALL OTHER OR ADDITIONAL INFORMATION SHOULD BE COMPLETED IN BLACK INK ONLY.**





Republic of Namibia Zambezi Regional Council

Directorate of Education, Innovation, Youth, Sports, Arts and Culture



Tel: +264-66-261771
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Ngoma/ Hospital Road
Govt Building/ ZRC Office Park

Private Bag 5002
Katima Mulilo

LETTER OF INVITATION

Dear Bidders,

RE: Emptying of septic tanks at various schools for the Directorate of Education, Innovation, Youth, Sports, Arts and Culture in Zambezi Region

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

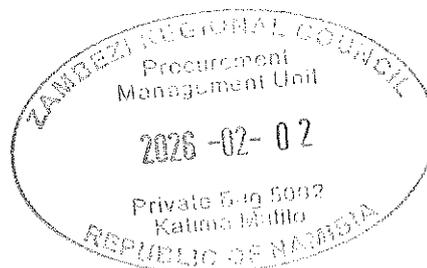
Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to Mr. Abraham Shikoyeni at Zambezi Regional Council, private Bag 5002, Katima Mulilo, Tel: +264-66-261771, Cell: +264-81-1401181.

Please prepare and submit your quotations in accordance with instructions given.

Yours faithfully,

MR ABRAHAM SHIKOYENI
HEAD: PROCUREMENT MANAGEMENT UNIT



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The *Zambezi Regional Council* reserves the right:

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

2. Preparation of Quotations

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

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable; (Retype Bid Securing Declaration under company letter head and insert company seal where appropriate)
- (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
- (e) Bid document must be completed in full, were not relevant state not applicable.

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. Use of correction fluid is strictly prohibited.

3. Validity of Quotations

The bids validity period shall be **60 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 the company Registration Certificate;
- (b) have an **original** valid Good Standing Tax Certificate (NamRA);
- (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) have a **valid certified copy** certificate indicating SME Status (for Bids reserved for SMEs);
- (f) Submit Bid- securing Declaration.
- (g) valid certified copy of owner/owners identification documents
- (h) **Attach valid certified copy of 10, 000 litre sewer tanker license disc**
- (h) Initial all pages of the document

5. Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be **120 days (Four months)** after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted.

7. Sealing and Marking of Bids

Quotation should be sealed in a single envelope, clearly marked with the **Procurement Reference Number**, addressed to Zambezi Regional Council Procurement Committee with the Bidder's name and contact information at the back of the envelope

8. Submission of Bids

Bids should be deposited in the Quotation/Bid Box located at *Zambezi Regional Council, Ngoma road, Katima Mulilo*, not later than 19 February 2026 at 10H00, Quotations by post or hand delivered should reach *Zambezi Regional Council* by the same date and time at latest. Late bids will be rejected.

Bids received by e-mail will not be considered.

9. Opening of Bids

Bids will be opened internally by the Public Entity at Zambezi Regional Council on the 19 February 2026 at 10H00. The bidders or their representatives may attend the Bid Opening if they choose to do so.

10. Evaluation of Bids

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 bid.

The Public Entity shall conduct physical inspection during evolution of bids for proof and confirmation of equipment.

11. Technical Compliance

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

12. Prices and Currency of Payment

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

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.

13. Margin of Preference

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

- **Small and Medium Enterprises**

- **Namibian registered companies**

14. Award of Contract

Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

15. Notification of Award and Debriefing

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

Section IV – Evaluation Criteria

Evaluation Criteria

This Section complements the Instructions to Bidders. It contains the criteria that Zambezi Regional Council will use to evaluate a bid and determine whether a Bidder has the required qualifications. The Criteria hereunder are derived from the ITB and BDS. No other criteria but those indicated here shall be used during evaluation.

Evaluation Methodology

Evaluation will be conducted by a Bid Evaluation Committee (BEC) appointed in accordance with the Procurement Act and Regulations and evaluated in accordance with the criteria stated here below and in tables 1, 2,3, and 4 in Four phases.

Phase 1: Evaluation of Administrative and Legal Compliance

Legal Compliance – ITB 13.1(4)

In terms of section 50(2), bidders will be assessed for having submitted documents as stipulated in that section, failing which the bidder or supplier must be disqualified.

As per **TABLE 1**, only the bidders who score **Yes**, by providing all the required (mandatory) documents and satisfy the formal documentary evidence as stipulated ITB 13.1(4), ITB 20.1 and providing proof of payment will be considered for further evaluation.

Administrative Compliance – ITB 13.1 (all paragraphs excluding paragraph 4)

Administrative compliance will be assessed based on a Yes or No, and the aim of this criteria is the collection of administrative information that will eventually form part of the contract at award. Bidders will not be disqualified by scoring a No at this stage as per **TABLE 2**.

Phase 2: Evaluation of Technical Compliance

Bidders will be assessed against the Technical Evaluation criteria as stated in **TABLE 3**.

The criteria will be assessed based on the scoring matrix. Only the bidders who obtain **60%** for all criteria and satisfy the formal documentary evidence, will proceed to the next phase of Financial Evaluation.

Phase 3: Completed Projects Reference Form

Bidders will be assessed against the criteria as stated in **TABLE 4**.

The criteria will be assessed based on the scoring matrix. Only the bidders who score **60%** for all criteria and satisfy the formal documentary evidence, will proceed to the next phase of Price evaluation.

Phase 4: Price Evaluation (Bidders must accept and comply with the given bid amount per region)

The procurement contract will be awarded to the **evaluated, substantially responsive**

(administratively, technically & financially compliant) bidders.

Bidders must accept and comply with the given bid amount per region and as indicated on the financial complaint table

Phase 6: Margin of Preference

In terms of the Code of Good Practice on Preferences, margin of preference means a percentage of price preference given to a bidder who meets the specified criteria as determined.

This code of good practice aims to promote, facilitate, and strengthen measures to implement the empowerment and industrialization policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for the money, grant exclusive preference to categories of local suppliers through reservations of certain procurement of goods and, works and services.

The maximum cumulative allowable margins of preferences applicable to exclusive preference for price evaluation purposes is 10%.

A bidder must complete and sign the declaration in respect of exclusive preference included in this document above, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

Margins of preferences will be applied, as per Annexure 6 of the Code of Good Practice, as follows on the total cost in the price schedule:

Evaluation of Administrative and Legal Compliance TABLE 1:

Mandatory Legal Compliance

DOCUMENT DESCRIPTION		YES/NO
1	Proof of Payment	
2	Bid Securing Declaration; ITB 13.1(4)(f) and ITB 20.1 (On form provided or company letterhead in the same format of the form)	
3	Company Registration Information A certified copy of valid registration certificate or relevant documentation as outlined in ITB 13.1(4)(e)	
4	an original or certified copy of a valid certificate of good standing with the Receiver of Revenue; ITB 13.1(4)(a)	
5	a valid certificate of good standing with the Social Security Commission or, in the case where a company has no employees, confirmation letter from the Social Security Commission; ITB 13.1(4)(b)	
6	Affirmative action compliance: <ul style="list-style-type: none"> ▪ Certified copy of certificate, or ▪ Certified copy exemption, or Certified copy of proof.; ITB 13.1(4)(c)	
7	Completed Undertaking in terms of section 138 of the Labour Act; ITB 13.1(4)(d) (On form provided or company letterhead in the same format of the form)	

TABLE 2: Administrative Compliance

DOCUMENT DESCRIPTION		YES/NO
1	Fully Completed Bid Submission Form; ITB 13.1(1), (On form provided or company letterhead in the same format of the form) Attached certified copy of identity document (ID) or certified copy of a valid passport of representative & evidence of signatory authorized to sign the bid	
2	Qualification information and documentary evidence establishing the Bidder's qualifications to perform the contract; ITB 13.1(2) (All information to be completed on forms provided or presented on separate stationery in the same format of the forms. Company profiles with relevant information are acceptable)	
3	Completed Schedule of Rates including Summary of Construction Cost; ITB 13.1(3) (On forms provided or company letterhead in the same format of the forms/Submitting of self-designed spreadsheets in the same format of the form is allowed)	
4	Authorisation to sign bids on behalf of the Bidder (Power of attorney / Written authorization) as stated in ITB 21.2. (Company letterhead and own format)	
5	Bidding Document submitted in original & copy and fully signed & initialed; ITB 13.1(5)(i) and (ii)	
6	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; ITB 13.1(5)(iv) (separate letter from bidder) (Company letterhead and format)	

TABLE 3: Evaluation of Technical Compliance

(All Documents must be certified copies or original where indicated)

(Bidder must score a minimum of 60% to proceed to the next stage of evaluation)

TABLE 3: Evaluation of Technical Compliance**(All Documents must be certified copies or original where indicated)****(Bidder must score a minimum of 60% to proceed to the next stage of evaluation)**

	Description	Source of Verification	Scoring Notes		Weight
1	<p><i>Three (3) experience in works of a similar nature and size.</i></p> <p>This should be housing construction or building works or extension or upgrading works on houses</p> <p>(ITB 6.2(c))</p>	<ul style="list-style-type: none"> Bidder must provide evidence to proof 3 years of experience in works of a similar nature and size Bidder must provide contact information of clients and consultants to be contacted for further information on those contracts. 	<p>Works of similar nature and size for three (3) years or more</p> <p>Works of similar nature and size for two (2) years</p> <p>Works of similar nature and size for (1) year</p> <p>No evidence of works of similar nature and size</p>	<p>10%</p> <p>7.5%</p> <p>2.5%</p> <p>0%</p>	10%
2	<p><i>Experience as Prime Contractor in the construction of one or more housing construction or building works or extension or upgrading works on houses of not less than N\$150,000.</i></p> <p>i. The project must have been successfully completed.</p> <p>Bidders are required to identify one (1) project of a value of not less than N\$150,000 and list it on the form provided in the Completed Project Reference Form as outlined in ITB 6.3 (b)</p> <p>(ITB 6.3 (b))</p>	<ul style="list-style-type: none"> Nature of work must relate to building or residential/house construction and not refurbishment or renovations that does not include the actual construction of a housing structure. Bidders must submit documentary evidence in the form of award letters, completion certificates, reference letters, or any other documentary proof. 	<p>Experience as prime contractor in works of N\$150,000 or more</p> <p>Experience as prime contractor in works of less than N\$150,000 and not below N\$100,000</p> <p>Experience as prime contractor in works of not less than N\$50,000</p> <p>No experience as Prime Contractor</p>	<p>30%</p> <p>15%</p> <p>5%</p> <p>0%</p>	30%
3	<p><i>Construction equipment proposed to carry out the contract/project.</i></p> <p>List must be provided with proof of ownership.</p> <p>Lease or renting is allowed and proof of agreements or recent</p>	<p>Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment required for performance of the contract such as:</p>	<p>List of plant attached + proof of ownership/lease of at least 3 or more of the plant mentioned.</p>	<p>10%</p>	10%

	<p>accounts confirmations with tool/plant/machinery/equipment hires must be provided. (proof must not be older than 12 months)</p> <p>(ITB 6.2(d) & ITB 6.3(c))</p>	<ul style="list-style-type: none"> • Concrete mixers and/or concrete supply plans • Small tools (wheelbarrows, spades, etc.) • Any other equipment not listed 	<p>List of plant attached + proof of ownership/lease of at least 2 of the plant mentioned.</p>	7.5%	
			<p>List of plant attached + proof of ownership/lease of at least 1 of the plant mentioned.</p>	5%	
			<p>No proof provided</p>	0%	
4	<p><i>Contract/Project Manager/Site Agent /Foreman with five years' experience in works of an equivalent nature and volume, including no less than three years.</i></p> <p>Detailed CV of qualifications, job history and experience is required.</p> <p>Certified copies of qualifications in construction related disciplines or equivalent must be provided.</p> <p>Proposed personnel must work for the Bidder or provide letter of intent once Bidder is awarded the contract (proof must be attached).</p> <p>The listed person/s must be available on-site full time and will be the point of contact for all instructions by designated NHE site representative. Any replacement of the cited person/s must be communicated in writing and relevant documentation as required above should be submitted to NHE Project Manager.</p> <p>Non-adherence to this requirement will result in a breach of contract or forfeiture of allocation</p> <p>(ITB 6.3(d))</p>	<ul style="list-style-type: none"> • Position of Project/Contract Manager/Site Agent /Foreman must be indicated either in the bidding document or on the CV. • CV of Project/Contract Manager/Site Agent /Foreman must be provided. • Experience of Project/Contract Manager/Site Agent /Foreman must be of relevance to the current nature of bid. • Project/Contract Manager/Site Agent/Foreman must indicate 3 or more years' experience in Managerial/Supervisory position. • Must work for bidder or there must be proof on intend to do so. 	<p>CV, 5 years and more relevant experience (works + management) & qualifications (must be attached) + must work for bidder or letter of intent</p>	20%	20%
			<p>CV, 4 years relevant experience (works + management) & maybe no qualifications + must work for bidder or letter of intent</p>	15%	
			<p>CV, 3 years' experience (works + management) & qualifications (must be attached) + must work for bidder or letter of intent</p>	10%	
			<p>2 years or below</p>	0%	
5	<p><i>Qualifications and experience of key site personnel and technical personnel proposed for the contract.</i></p>	<ul style="list-style-type: none"> • Detailed Organogram/ similar layout must be provided by bidders. 	<p>Key personnel include all three builder, plumber and electrician</p>	15%	15%

	<p>At least two (2) must be listed with detailed CVs attached, of which one should be an electrician with a valid wireman license and relevant qualifications.</p> <p>Proposed personnel must work for the Bidder or provide letter of intent once Bidder is awarded the contract (proof must be attached).</p> <p>Detailed Organogram/ similar layout must be provided by bidders.</p> <p>Integration of Technical and Vocational Educations and Training (TVET) interns in key personnel is highly encouraged and will give the bidder an added advantage.</p> <p>Detailed Organogram/ similar layout must be provided by bidders.</p> <p>(ITB 6.2(e))</p>	<ul style="list-style-type: none"> • Key site personnel must have relevant experience and qualifications relating to the nature of the tender. • At least two other CVs other than that of the one mentioned in criteria no.4 must be provided. • Must work for bidder or there must be proof on intend to do so. • Examples of such key personnel are – Foreman, Plumber, Electrician, • Engineer, QS, Bricklayer, Safety Officer, Carpenter etc. • All qualifications and IDs must be certified by a commissioner of oath. 	<p>Detailed CV and relevant qualifications</p>		
			Key personnel include only 2 Detailed CV and relevant qualifications	10%	
			Key personnel include only 1	5%	
			None of the above.	0%	
6	<p><i>Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources of not less than N\$150,000.00</i></p> <p>Proof of building materials suppliers accounts will be considered and must combined with financial resources to fulfil the requirement.</p> <p>(ITB 6.2 (g))</p>	<ul style="list-style-type: none"> • Bidder must demonstrate access, or availability of, financial resources such as cash, liquid assets, unencumbered real assets, lines of credit, financing partners, and other financial means, to meet financial obligations of at least N\$150,000. 	Financial resources of N\$150,000 or more	15%	15%
			Financial resources of below N\$150,000 but not less than N\$125,000.00	10%	
			Financial resources of below N\$125,00 but not less than N\$100,00	5%	
			Anything below the above stated	0%	
TOTAL					100%

MARGIN OF PREFERENCES WHEN EVALUATING BIDS FOR EXCLUSIVE PREFERENCE

CATEGORIES OF BIDDERS	DEFINITION / CRITERIA (in terms of code of good practice on preferences)	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE (to be submitted with the bid / all the documents required must be submitted)
Manufacturer	<p>means a person or company that is involved in the physical or chemical transformation of materials or components into new products whether or not –</p> <p>a) the transformation is through work-</p> <p>i) performed by a power-driven machine or by hand,</p> <p>ii) done in a home or factory, or</p> <p>b) the new products are sold on wholesale or retail basis</p>	2%	<ul style="list-style-type: none"> ▪ certificate of registration from a registering authority ▪ declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant ▪ (please refer to code of good practice for above stated annexures)
Micro, Small and Medium Enterprise	<p>means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51% owned by Namibians</p>	1%	<ul style="list-style-type: none"> ▪ certified copy of SME registration certificate ▪ declaration indicating the percentage of Namibian MSME ownership (kindly use structure of form)
Women owned enterprise	<p>a bidder who is a woman or whose minimum equity is 51% owned by Namibian women</p>	1%	<ul style="list-style-type: none"> ▪ certified copy of identity documents (IDs) of all stakeholders ▪ certified copy of: founding statement and/or company registration indicating ownership structure and/or copy of shareholder certificates ▪ declaration indicating the percentage of Namibian female ownership
Youth owned enterprise	<p>“youth” means a young person aged from 16 to 35 years old as defined in section 1 of the National Youth Council Act, 2009 (Act No.3 of 2009) a bidder who is a youth or whose minimum equity is 51% owned by Namibian youths</p>	2%	<ul style="list-style-type: none"> ▪ certified copy of identity documents (IDs) of all shareholders ▪ certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate ▪ declaration indicating the percentage of Namibian youth ownership
Previously Disadvantaged Person owned enterprise	<p>means persons contemplated in Article 23(2) of the Namibian Constitution and includes –</p> <p>a) women; and</p> <p>b) persons with any disability as defined in the National Disability Act, 2004 (Act No. 26 of 2004)</p> <p>a bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs</p>	2%	<ul style="list-style-type: none"> ▪ certified copy of identity documents (IDs) of all shareholders ▪ certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificates ▪ declaration indicating the percentage of Namibian PDP ownership

persons within Namibia who have been socially, economically, or educationally disadvantaged by past discriminatory laws or practices as contemplated in Article 23(2) of the Namibian Constitution		
Suppliers providing environmental protection	a bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document	1%
Suppliers providing employment to Namibians	a bidder who employs 50% or more Namibian citizens	1%
TOTAL		10%

- declaration by the bidder that the latter deals with environmental protection

- declaration that the bidder employs 50% or more Namibian citizens

- certified copies of Namibian citizens employed by the bidder

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

If your quotation is not authorized, it will be rejected

Quotation addressed to:	Directorate of Education, Innovation, Youth, Sports, Arts and Culture
Procurement Reference Number:	
Subject matter of Procurement:	Emptying of septic tanks at various schools for the Directorate of Education, Innovation, Youth, Sports, Arts and Culture

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

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instructions to Bidders

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Security/Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead .

The validity period of our Quotation 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 bids validity.

Works will commence within **7 days** from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within **120 days** from date of issue of Purchase Order/ Letter of Acceptance.

Bids Authorised by:

Name of Bidder		Company's Address and Seal.	
Contact Person			
Name of Person Authorizing the bid :		Position:	Signature:
Date		Phone No./E-mail	

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

Date: [Day/month/year].....

Procurement Ref No.:

To: Zambezi Regional Council
Directorate of Education, Innovation, Youth, Sports, Arts and Culture
Katima Mulilo

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:

Capacity of:.....

Name:

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____

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.]



Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYMENT DETAILS

Company Trade Name:.....

Registration Number:

Vat Number:

Industry/ Sector:

Place of Business:

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/service 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 times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collative Agreement as applicable

I am fully aware that failure to abide to such shall lead to action as stipulated in section 138 of labour Act, 2007, which include but not limited to the cancellation of the contract/license/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 produced under this contract

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number:

No	Service Description	Unit	Quantity	Amount
1.00	Fixed cost for Emergency Call-Out	Sum	1.00	
2.00	Pump out from septic tank or conservancy tank and dispose of in a suitable manner approved of by the local authority in an hygienic manner, including supplying all pumping equipment, protective clothing, using a 10,000 litre capacity tanker/ vehicle	Rate Only	1.00	
3.00	clean out all sludge from septic tank or conservancy tank and dispose of in a suitable manner approved of by the local authority in an hygienic manner, including supplying all pumping equipment, protective clothing, using a 10,000 litre capacity tanker/ vehicle	Rate Only	1.00	
4.00	Kilometer rate for transport of materials and labour for journeys	Rate Only	1.00	

Price Activity Schedule Authorised By:

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

SECTION V: SPECIFICATION AND COMPLIANCE SHEET

Procurement Reference Number:

[Bidders should complete columns C and D with the specifications and performance of the Works offered. Also, state "comply" or "not comply" and give details of any non-compliance/deviation to 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	Details of Non-Compliance Deviation (if applicable)
A*	B*	C	D
1.00	Fixed cost for Emergency Call-Out		
2.00	Pump out from septic tank or conservancy tank and dispose of in a suitable manner approved of by the local authority in an hygienic manner, including supplying all pumping equipment, protective clothing, using a 10,000 litre capacity tanker/ vehicle		
3.00	clean out all sludge from septic tank or conservancy tank and dispose of in a suitable manner approved of by the local authority in an hygienic manner, including supplying all pumping equipment, protective clothing, using a 10,000 litre capacity tanker/ vehicle		
4.00	Kilometer rate for transport of materials and labour for journeys		

Specification and Compliance Sheet Authorised By:

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

SECTION VII: 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.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

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

NB: WILL BE HANDED OUT WHEN A PROJECT IS ALLOCATED.

GCC Clause Reference	Special Conditions
Purchaser GCC 1.1(r)	The Employer is: Zambezi Regional Council Directorate of Education, Innovation, Youth, Sports, Arts and Culture in Zambezi Region Katima Mulilo
Project Manager GCC 1.1(y)	The Project Manager is: Mr. L. Matongo (+264 81 777 0453) Works Inspector – Zambezi Region
Site GCC 1.1(aa)	The Site is located at Boma, Katima Mulilo
Start Date GCC 1.1(dd)	The Start Date shall be: February 2026
The Works GCC 1.1(hh)	The Works consist of: : Emptying of septic tanks at various schools for the Directorate of Education, Innovation, Youth, Sports, Arts and Culture in Zambezi Region see attached bill of quantities for specification and descriptions.
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 5.1	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 : <u>Mr. A. Shikoyeni at Zambezi Regional Council, private Bag 5002, Katima Mulilo, Tel: +264-66-261771, Cell: +264-81-1401181</u> 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:

GCC Clause Reference	Special Conditions
<p>Insurance GCC 13.1</p>	<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: <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 Public Entity as well).</i></p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i></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>
<p>Site Data GCC 14.1</p>	<p>The site data is: The contractor shall be deemed to have examined any Site Data supplemented by any information available to the Contractor.</p>
<p>Intended Completion Date GCC 16.1</p>	<p>The Intended Completion Date for the whole of the Works shall be: March 2026</p>
<p>Possession of the Site GCC 20.1</p>	<p>The Site Possession Date shall be: February 2026</p>
<p>Procedure for Disputes GCC 24</p>	<p>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</p>

GCC Clause Reference	Special Conditions
	the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates <i>shall</i> be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: <i>12 Month from the last date of the project completion.</i>
Payment Certificates GCC 39.7	Payment shall be made as per progress of works <i>without</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 (l)	(a) Reason of any exceptionally adverse weather conditions such as heavy rains, storms, floods etc. Reason of civil commotion, strike or lockout affecting any of the trades engaged in the preparation, manufacture or transportation of any of the goods or material required for the works.
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	(i) 10% of the amount shall be retained from any payment. 5% of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are N\$500.00 per day for contracts above N\$500,000.00 and N\$ 300.00 per day for contracts below N\$500,000.00 for non-completion
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security GCC 49.1	(i) No Performance Security is required
Operating and Maintenance Manuals GCC 56.1	"As built" drawings or operating and maintenance manuals are not required.

BID 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.: _____

Description	Attached (please tick if submitted and cross if not)
Bid form signed in full	
Bid security declaration	
Original Good Standing Tax Certificate form from receiver of revenue	
Certified copy of Company Registration/registration of defensive name.	
Original Social Security commission certificate	
Certified copy of SME certificate	
Identification documents	
Valid certified copy of Affirmative action.	
Attach valid certified copy of 10, 000 litre sewer tanker license disc	