



REPUBLIC OF NAMIBIA



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OPEN NATIONAL BIDDING

**PUMPING OUT, REMOVAL OF SLUDGE AND CLEANING OF SEPTIC TANKS
AT VARIOUS GOVERNMENT INSTITUTIONS WITHIN THE OSHIKOTO
REGION, FOR A PERIOD OF THIRTY-SIX (36) MONTHS**

PROCUREMENT REFERENCE NO: W/ONB/ORC-2/2025

Cost: N\$ 300.00 (Non-refundable)

Name of Bidder: _____

Postal Address of Bidder: _____

Contact Number of Bidder: _____

E-mail Address of Bidder: _____

Total bid amount: N\$ _____

Summary Description

These Standard Bidding Documents for Procurement of non-Consultancy services (time based contracts) apply when a prequalification process has not taken place before bidding. A brief description of these documents is given below.

SBD for Procurement of Services

Summary

PART I – BIDDING PROCEDURES

Section I: Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. **Section I contains provisions that are to be used without modification.**

Section II. Bidding Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

Section III: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of its Bid.

PART II – ACTIVITY SCHEDULE

Section IV. Activity Schedule

This Section contains the activity schedule.

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section V. General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. **The text of the clauses in this Section shall not be modified.**

Section VI: Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The format of **Advance Payment Guarantee, Performance Security, Notification of award and Contract.**

Section I. Instructions to Bidders

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Instructions to Bidders

A. General

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| 1. Scope of Bid | <p>1.1 The Public Entity referred to herein after as the Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the BDS. The name and identification number of the Contract is provided in the BDS.</p> <p>1.2 The successful Bidder will be expected to complete the performance of the Services during the period provided in the BDS and the SCC Clause 2.3.</p> <p>1.3 Throughout these Bidding Documents:</p> <ul style="list-style-type: none">(a) the term “in writing” means communicated in written form (e. g. by mail, e-mail, fax,) with proof of receipt;(b) if the context so requires, “singular” means “plural” and vice versa; and(c) “day” means calendar day unless otherwise stated. |
| 2. Public Entities Related to Bidding Documents and to Application for Review | <p>2.1 The public entities related to these bidding documents are the Public Entity, acting as procuring entity (Purchaser), the Procurement Policy Unit, in charge of issuing standard bidding documents and responsible for any amendment these may require, the Central Procurement Board in charge of vetting Bidding document, receiving and evaluation of bids in respect of major contracts and the Review Panel, set up under the Public Procurement Act, 2015 (hereinafter referred to as the Act.)</p> <p>Application for Review shall be addressed to:</p> <p style="margin-left: 40px;">The Chairperson
Review Panel
Ministry of Finance
Private Bag 13295
Windhoek, Namibia</p> |
| 3. Corrupt or Fraudulent Practices | <p>3.1 The Government of the Republic of Namibia requires that bidders/suppliers/contractors, participating in procurement in Namibia, observe the highest standard of ethics during the procurement process and execution of contracts.</p> <p>3.2 The Employer will reject a proposal for award if it determines</p> |

that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

For the purposes of this Sub-Clause:

(i) “corrupt practice”¹ is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice”² is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice”³ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice”⁴ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

3.3 In further pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Employer.

¹ For the purpose of this Contract, “another party” refers to a public official acting in relation to the procurement process or contract execution.

² For the purpose of this Contract, “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

³ For the purpose of this Contract, “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ For the purpose of this Contract, “party” refers to a participant in the procurement process or contract execution.

3.4 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.

3.5 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 65 – 68 (Part 10) of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU) : www.mof.gov.na/procurement-policy-unit

4. Eligible Bidders

4.1 Subject to ITB 4.4, a Bidder, and all parties constituting the Bidder, may have the nationality of any country except in the case of open national bidding where the bidding documents may limit participation to citizens of Namibia or entities incorporated in Namibia. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or service providers for any part of the Contract.

4.2 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract.

4.3 (a) A Bidder that is 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, shall be disqualified.

(b) Bids from service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the Procurement Policy Unit's website:
www.mof.gov.na/procurement-policy-unit

4.4 A firm shall be excluded if by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Namibia prohibits any import of goods or contracting of works or

services from a country where it is based or any payment to persons or entities in that country.

4.5 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they:

(i) are legally and financially autonomous;

(ii) operate under commercial law, and

(iii) are not a dependent agency of the Purchaser.

4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Qualification of the Bidder

5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

5.2 (a) In the event that prequalification of potential bidders has been undertaken **as stated in the BDS**, only bids from prequalified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission. The update or confirmation should be provided in Section IV.

(b) If, after opening of bids, where prequalification has not been undertaken, it is found that any of the document listed in 5.3 and 5.4 is missing the Employer may request the submission of that document subject to the bid being substantially responsive as per clause 27. The non-submission of the document by the Bidder within the prescribed period may lead to the rejection of its bid.

5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids in Section IV, unless otherwise **stated in the BDS**:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business;

(b) Written power of attorney of the signatory of the Bid or any other acceptable document to commit the Bidder and

as otherwise **specified in the BDS**.

- (c) list of major items of equipment proposed to carry out the Contract;
 - (d) authority to the Employer to seek references from the Bidder's bankers;
- 5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
 - (b) the Bid shall be signed so as to be legally binding on all partners;
 - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
 - (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

- 5.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria. Failure to comply with this requirement will result in rejection

of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise **stated in the BDS**.

6. Conflict of Interest

6.1 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 Employer regarding this bidding process; or
- (e) a Bidder participates in more than one bid in this bidding process. 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; or
- (f) 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.

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.

8. Site Visit/Pre-bid Meeting

8.1 (a) The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

(b) A pre-bid meeting shall be held if so indicated **in the BDS** to allow bidders to obtain clarifications on the bidding documents. Any information given in the course of the meeting

that may have an incidence in the preparation of the bids shall be issued by the Public Entity as addendum after the meeting, as per ITB 11.2, to form part of the Bidding Documents.

(c) No bidder shall be disqualified from the bidding process as a result of not attending the pre-bid meeting.

B. Bidding Documents

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Activity Schedule
Section V	Scope of Service and Performance Specifications
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract
Section VIII	Contract Forms

9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III and IV should be completed and returned with the Bid in the number of copies specified in the **BDS**.

10. Clarification of Bidding Documents

10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by facsimile at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 14 days prior to the deadline for submission of bids and by the date indicated in **the BDS**. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

11. Amendment of Bidding Documents

11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.

11.2 Any addendum thus issued shall be part of the bidding

documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Employer.

- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

- 12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

13. Documents Comprising the Bid

- 13.1 The Bid submitted by the Bidder shall comprise the following:
- (a) The Form of Bid (in the format indicated in Section III);
 - (b) Bid declaration
 - (c) Priced Activity Schedule;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited;
 - (f) following documentary evidence (required from Namibian bidders):
 - 1. have a valid company Registration Certificate;
 - 2. have an original valid good Standing Tax Certificate;
 - 3. have an original valid good Standing Social Security Certificate;
 - 4. 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;
 - 5. have a certificate indicating SME Status (for Bids reserved for SMEs);

6. a written undertaking as contemplated in section 138(2) of the Labour Act, 2007 and section 50(2)(d) of the Public Procurement Act, 2015;
7. an original cash receipt of bidding document must be attached;
8. Bidders who were awarded similar works by the Oshikoto Regional Council in the past two (2) years will not be considered. This is to accord a fair and equal distribution of works to other bidders.
9. One company one owner.
10. Attached proof of vehicle ownership (on the company name) or lease agreement to lease the vehicle (with proof of ownership from the lessor and the vehicle should be a four wheel drive 4x4 and road-worthy (proof should be attached).
11.
NB: All pages of this document must be initialed and bidders are requested to bid within their line of business (business principal should be related)
- (g) any other materials required to be completed and submitted by bidders, as **specified in the BDS.**
- 13.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

14. Bid Prices

- 14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section IV, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 14.2 The Bidder shall fill in rates and prices for all items of the Services described in Section IV-the Scope of Service and Performance Specifications and listed in Section V the Activity Schedule, Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 14.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.

- 14.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 14.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the Time-Based price shall be provided by the Bidder in the form of Appendices D and E to the Contract.
- 15. Currencies of Bid and Payment**
- 15.1 The time-based price shall be quoted by the Bidder in Namibian Dollars Only.
- 16. Bid Validity**
- 16.1 Bids shall remain valid for the period **specified in the BDS**.
- 16.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by facsimile. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security/Bid Securing Declaration for the period of the extension, and in compliance with ITB Clause 17 in all respects.
- 16.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local currency to the Bidder selected for award, shall be increased by applying to the local currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.
- 17. Bid Securing Declaration**
- 17.1 The Bidder shall furnish, a subscription to a Bid Securing Declaration.
- 17.2 The Bid-Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- 17.6 The Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 16.2; or
- (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34;

17.7 The Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent to constitute the JV.

17.8 If a bid security is **not required in the BDS**, and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid Form, except as provided in ITB 16.2, or
- (b) if a bidder refuses to accept a correction of an error appearing on the face of the Bid; or
- (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34; or
 - (ii) furnish a Performance Security in accordance with ITB Clause 35.

The Bidder may be disqualified to be awarded a public contract in the Republic of Namibia for a period of time to be determined by the Procurement Policy Unit.

18. Alternative Proposals by Bidders

- 18.1 **Unless otherwise indicated in the BDS**, alternative bids shall not be considered.
- 18.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 18.3 Except as provided under ITB Sub-Clause 18.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In

addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Employer, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Employer. Alternatives to the specified performance levels shall not be accepted.

- 18.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section V. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

**19. Format and
Signing of Bid**

- 19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number **specified in the BDS**, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.
- 19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

D. Submission of Bids

**20. Sealing and
Marking of
Bids**

- 20.1 The Bidder must submit their bids by hand.
- 20.2 Bidders submitting bids by hand shall enclose the original in one single envelope and must be submitted in the correct bid box.
- 20.3 The inner and outer envelopes shall

- (a) be addressed to the Employer at the address **provided in the BDS**;
 - (b) bear the name and identification number of the Contract as **defined in the BDS** and Special Conditions of Contract; and
 - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 20.4 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.
- 20.5 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.
- 21. Deadline for Submission of Bids**
 - 21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.
 - 21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 22. Late Bids**
 - 22.1 Any Bid received by the Employer after the deadline prescribed in ITB Clause 21 will be returned unopened to the Bidder.
- 23. Modification and Withdrawal of Bids**
 - 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
 - 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
 - 23.3 No Bid may be modified after the deadline for submission of Bids.
 - 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security or execution of the Bid Securing Declaration pursuant to ITB Clause 17.
 - 23.5 Bidders may only offer discounts to, or otherwise modify the

prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

- 24. Bid Opening**
- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, bid modifications and withdrawals, the presence or absence of Bid Security/subscription to Bid Securing Declaration, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.
- 25. Process to Be Confidential**
- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation. Any request for explanation from one bidder should relate only to its own bid; information about the bid of competitors will not be addressed.
- 26. Clarification of Bids**
- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder

for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing via e-mail or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.

26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

**27. Examination of
Bids and
Determination
of
Responsiveness**

27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.

27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

**28. Correction of
Errors**

28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction

of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security shall be forfeited or the Bid Securing Declaration exercised and in accordance with ITB Sub-Clause 17.6(b).

**29. Currency for
Bid Evaluation**

- 29.1 The Employer will evaluate the amounts in Namibian Dollars in which is the Bid Price, corrected pursuant to ITB Clause 28, is payable (excluding Provisional Sums but including Day work where priced competitively) in Namibian Dollars at the selling rates on the closing date, established for similar transactions by the Bank of Namibia.

**30. Evaluation and
Comparison of
Bids**

- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 28;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section IV, but including Day work, when requested in the Specifications (or Terms of Reference) Section V;
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 18; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.
- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in Bid evaluation.

- 30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

31. Preference for Domestic Bidders

- 31.1 Margin of Preference shall not be applicable.

F. Award of Contract

32. Award Criteria

- 32.1 Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.
- 32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.
- 32.3 Bidders with uncompleted contracts with Oshikoto Regional Council as a Public Entity (including Delegated Functions), will not be considered.
- 32.4 No alteration / changing of contract amount by the bidder after awarding of contract will be considered / accepted. The Employer has the right to reject or accepted. The Employer has the right to reject or accept the proposed amount.

33. Employer’s Right to Accept any Bid and to Reject any or all Bids

- 33.1 Notwithstanding ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders.

34. Notification of Award and Signing of Agreement

- 34.1 Prior to the expiration of the period of bid validity, the Employer shall, for contract amount above the prescribed threshold of N\$ 2 M, notify the selected bidder of the proposed award and accordingly notify unsuccessful bidders. Subject to any application for review to the Review Panel the Employer shall notify the selected Bidder, in writing, by issuing a notification of award for the contract. It will state the sum that the

Employer will pay to the Service Provider in consideration of the execution of the services by the Service Provider as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”). Within seven days from the issue of the notification of award the Employer shall publish on the Public Procurement Portal and the Employer’s website, the results of the Bidding process.

34.2 The issue of the notification of award will constitute the formation of the Contract.

34.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder. It will be signed by the Employer and sent to the successful Bidder along with the notification of award. Within 21 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Employer, together with the required performance security pursuant to Clause 35.

**35. Advance
Payment and
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

36. Adjudicator

37.1 The Employer proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Notification of award, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

37. Debriefing

38.1 The Employer shall promptly attend to all requests for debriefing for the contract, made in writing, and within 30 days from the date of the publication of award or date the unsuccessful bidders are informed about the award.

Section II. Bidding Data Sheet

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. General	
ITB 1.1	<p>The Employer: Oshikoto Regional Council – Subdivision: Maintenance</p> <p>The Works involve:</p> <ol style="list-style-type: none"> 1. PUMPING OUT, REMOVAL OF SLUDGE AND CLEANING OF SEPTIC TANKS. <p>The name and identification number of the Procurement is: PUMPING OUT, REMOVAL OF SLUDGE AND CLEANING OF SEPTIC TANKS at various Government institutions within Oshikoto Region for the period of Thirty-Six (36) months.</p> <p>Procurement Reference Number: W/ONB/ORC-2/2025</p>
ITB 1.2	The Intended Contract Period: Thirty-Six (36) months
ITB 5.2(a)	Pre-qualifications have not been carried out.
ITB 5.4	<p>The information needed for Bids submission is as follows:</p> <ol style="list-style-type: none"> 1. have a valid certified copy of company Registration Certificate; 2. have an original valid or certified copy of good Standing Tax Certificate from NamRa; 3. have an original valid or certified copy of good Standing Social Security Certificate; 4. have a valid original or certified copy of a good standing certificate from BIPA. 5. 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; 6. have a valid certified copy of certificate of registration as an SME, issued by the Ministry of Industrialisation and Trade. 7. a written undertaking as contemplated in section (138) of the Labour Act, 2007 and section 50(2)(d) of the Public Procurement Act, 2015; 8. an original cash receipt of bidding document; 9. attach proof of confirmation of account from a Namibian Banking

	<p>Institution not older than six (6) months.</p> <p>10. each page should be fully completed and initialed and business principal should be in line this bid (pumping out of septic tank, sewer or plumbing);</p> <p>11. bidder's declaration confirming that they have no outstanding and/or delayed works and/or services under Oshikoto Regional Council or Delegated Functions; and</p> <p>12. approval from relevant authorities to dump the waste into the designated disposal sites must be attached.</p>
ITB 5.5	The qualification criteria in Sub-Clause 5.5 are modified as follows: See ITB 5.
ITB 5.5(b)	The experience required to be demonstrated by the Bidder should include as a minimum that has executed during the last 5 years. (N/A)
ITB 5.5(c)	<p>The essential equipment herein shall be minimum basic standard and shall be available for evaluation and inspection purposes;</p> <p>The contractor must be in possession of a suitable pump with a 5m³ tank mounted on a chassis and wheels. (Trailer or Lorry). If this is a trailer, a suitable vehicle or (tractor) must be available to tow the trailer. Water Pump Machine/Generator 3.6 KW/3600 rpm, Discharge rate up to 1100 liters per minute suction depth as from 7.5 meters diesel/petrol. Water pipes to be fitted to the Water Pump Machine/Generator 50 mm/75mmx5meter long.</p> <p>NB. Evidence of ownership or lease agreement shall be attached. Equipment used for transportation of pumping of out of septic tanks shall be inspected before approval is granted by the Regional Health Inspector(s) and Oshikoto Regional Council and Delegated Function(s).</p>
ITB 5.5(e)	The minimum amount of liquid assets and/or credit facilities net of other contractual commitments of the successful Bidder shall be: (N/A)
ITB 5.6	Subcontractors' experience will not be taken into account.
B. Bidding Data	
ITB 8.1	The Public Entity's address for clarification is:
ITB 8.1 (b)	A site meeting will not be held.
ITB 9.2 and 19.1	The original documents issued by Oshikoto Regional Council Procurement Management Unit must be returned, completed fully and initialled.
C. Preparation of Bids	
ITB 10.1	<p>The deadline to seek clarifications is:</p> <p><i>Note: the set date must be 14 days prior to the deadline for submission of bid.</i></p>

ITB 13.1(g)	The additional materials required to be completed and submitted are: <i>(N/A)</i>
ITB 14.1	Local inputs shall be quoted in Namibian Dollars Only
ITB 14.4	The Contract is not subject to price adjustment in accordance with Sub-Clause 6.6 of the Conditions of Contract.
ITB 16.1	The period of Bid validity shall be 30 days after the deadline for Bid submission specified in the BDS.
ITB 17.1	The Bidder shall subscribe to a Bid Securing Declaration by signing the Bid Submission Form containing the provision with regard thereto.
ITB 17.3	The amount of Bid Security shall be: <i>None</i>
D. Submission of Bids	
ITB 20.2	<p>The Employer's address for the purpose of Bid submission is:</p> <p>Address: Bidding Box</p> <p style="padding-left: 40px;">Procurement Management Unit</p> <p style="padding-left: 40px;">Oshikoto Regional Council</p> <p style="padding-left: 40px;">P.O Box 19247, Omuthiya.</p> <p>For identification of the bid the envelopes should indicate:</p> <p style="padding-left: 40px;">Project Name: <i>PUMPING OUT, REMOVAL OF SLUDGE AND CLEANING OF SEPTIC TANKS at various government institutions within Oshikoto Region.</i></p> <p style="padding-left: 40px;">The reference number should be indicated on the envelopes.</p>
ITB 21.1	The deadline for submission of bids shall be: Thursday, 13 MARCH 2025
E. Bid Opening and Evaluation	
ITB 24.1	<p>Bids will be opened at: at the following address:</p> <p style="padding-left: 40px;">Procurement Management Unit</p> <p style="padding-left: 40px;">Oshikoto Regional Council</p> <p style="padding-left: 40px;">P. O. Box 19247, Omuthiya</p>
F. Award of Contract	
ITB 32.1	The Public Entity reserves the right to award the contract to multiple bidders.
ITB 32.3	Bidders with previous records of failure to deliver/ abandon contracts with Oshikoto Regional Council as a Public Entity (including Delegated Functions),

	will not be considered.
ITB 32.4	No alteration / changing of contract amount by the bidder after awarding of contract will be considered / accepted. The Employer has the right to reject or accept the proposed amount.

Section III. Bidding Forms

Table of Forms

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Bid Submission Form

Date: _____
Bidder's Reference No.: _____
Procurement Reference No: _____

To: ***Procurement Management Unit, Oshikoto Regional Council,***

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) Clause 11;
- (b) We offer to execute the _____
[name and identification number of Contract] in accordance with the Conditions of Contract, Scope of Service and Performance Specifications, and Activity Schedule accompanying this Bid.
- (c) Our bid shall be valid for a period of **30 days** from the date fixed for the bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a Performance Security in accordance with the Bidding Document;
- (e) We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 6;
- (f) We are not participating, as a Bidder in more than one bid in this bidding process.
- (g) Our firm, its affiliates or subsidiaries, including any Subcontractors or Suppliers for any part of the contract, has not been declared ineligible under the laws of Namibia;
- (h) We are not a government owned entity / We are a government owned entity but meet the requirements of ITB 4.5;⁵
- (k) We hereby confirm that we have read and understood the content of the Bid Securing Declaration attached herewith and subscribe fully to the terms and conditions contained therein, if required. We understand that non-compliance to the conditions mentioned may lead to disqualification.
- (l) We understand that this bid, together with your written acceptance thereof included in your Notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

⁵ Use one of the two options as appropriate.

Name and address of agent	Amount in Namibian Dollars	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "none")		

- (n) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive; and
- (o) If awarded the contract, the person named below shall act as Contractor's Representative: _____

Name: _____

In the capacity of: _____

Signed: _____

Duly authorized to
sign the Bid for and on
behalf of: _____

Date: _____

Seal of Company _____

Appendix to Bid Submission Form

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

Date: _____ [Day/month/year]

Procurement Ref No.: _____

To: _____ [insert complete name of Public Entity and address]

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed: _____
[insert signature of person whose name and capacity are shown]

Capacity of:
[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name: _____
[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____
[insert date of signing]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

***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 (Act No. 11 of 2007) and Section 50(2)(d) of the Public Procurement Act, 2015 (Act No. 15 of 2015)

1. EMPLOYERS DETAILS

Company Trade Name: _____

Registration Number: _____

Vat Number: _____

Industry/Sector: _____

Place of Business: _____

Physical Address: _____

Telephone Number: _____

Cellphone: _____ 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, 2007 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(s) as stipulated in Section 138 of the Labour Act, 2007, which includes (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.

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

- 1.1 Constitution or legal status of Bidder: *[attach copy]*
- Place of registration.....*[insert]*
Principal place of business.....*[insert]*
Power of attorney or other acceptable document of signatory of Bid: *[attach]*
- 1.2 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
A.			
B.			
C.			
D.			

- 1.3 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 4.(N/A)
- 1.4 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Employer (N/A)

1. Joint Ventures

- 1.1 The information listed in 1.1 - 1.11 above shall be provided for each partner of the joint venture.
- 1.2 The information in 1.12 above shall be provided for the joint venture.
- 1.3 Attach the power of attorney or other acceptable document of the signatory (ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 1.4 Attach the Agreement among all partners of the joint venture

(and which is legally binding on all partners), which shows that

- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

- 2. Additional Requirements** 2.1 Bidders should provide any additional information required in the BDS and to fulfil the requirements of ITB Sub-Clause 5.1, if applicable.

2.1 DEFINITIONS

- 2.1.1 The “Official in Charge” will always be the person who issued the order for the service rendered.
- 2.1.2 The “**Maintenance Officer**” will always be the Representative of the Directorate of the Office/Ministry/Agencies involved in the specific area where the service is to be rendered.
- 2.1.3 The “Certifying Official” will always be the official in charge at the institution usually nominated by the Directorate of the Office/Ministry/Agencies involved, where the service is to be rendered, to certify on the Bidders invoices that the service was rendered to specification.

2.2 ADDITIONAL BID CONDITIONS

SPECIFICATIONS

- 2.2.1 All household sewerage water and **solids** as indicated above must be removed and dumped at a place designated by the official of the office of the Control works Inspector, Oshikoto Regional Council – Subdivision: Maintenance.
- 2.2.2 The successful bidder must take the necessary precautions not to litter any refuse route to the disposal site.
- 2.2.3 All waste shall be deposited at designated disposal sites. Depositing of waste in any bush, public place, common land, street and burning of refuse shall not be permitted. **(Section 14 (1) and 15(5) of the General Health Regulations GN139-October 1970). (Oshikoto Region sewerage pond/oxidation pond are at the following places: Omuthiya, Okankolo, Oniipa, Onyaanya, Onayena, Guinas, Oshivelo, Tsumeb, Omuntele and Oshigambo).**

2.2.4 The vehicles must be registered on the name of Company name or leased.

2.2.5 Vehicles used for the transportation of waste shall be submitted for inspection and approval by the Regional Director of Health Service- Oshikoto Regional Health Directorate and the office of the Control Works Inspector (Oshikoto Regional Council – Subdivision: Maintenance. **(Section15 (2) of the General Health Regulations- GN139-October 1970).**

2.2.6 The successful company undertakes to report and compensate the Oshikoto Regional Council – Subdivision: Maintenance for any damage incurred to the property of the Oshikoto Regional Council – Subdivision: Maintenance in the execution of (we cannot say his since we are referring to a company) duties.

2.2.7 The successful company hereby indemnifies the Oshikoto Regional Council – Subdivision: Maintenance against any claims as a result of the sewerage removal service and acknowledges the fact that the said service will be carried out safely.

2.3 COMPLETION OF DOCUMENTS

No alterations to bid documents will be allowed. The bidding documents where information required is not submitted in full may not be considered.

Any amendment or correction on the bid document of a bidder Amount/sum/rate must be done by deleting the incorrect amount/sum/rate and writing the correct amount/sum/rate just above it. This amendment correction must be initialled by all signatories to the Bid.

THE USE OF “TIPPEX” OR SIMILAR SUBSTANCES TO MAKE CORRECTIONS AND/OR ALTERATIONS ANYWHERE ON THE BID DOCUMENT IS NOT PERMITTED. ANY BID HAVING BEEN ALTERED/AMENDED IN THIS WAY WILL BE DECLARED INVALID AND BE DISREGARDED.

Oshikoto Regional Council does not bind itself to accept the lowest or any bid. Oshikoto Regional Council reserves the right to appoint more than one Bidder per site.

2.4 BASIS OF BIDDING

2.4.1 The successful bidder shall not sub-contract the service to any Person or party without prior written permission of the Chief Regional Officer.

2.4.2 Where pumping of septic tanks are involved, the contractor must make sure that the septic tank is **Completely empty** after pumping. No spilling of sewage takes place at the tank, and that the disposal takes place at the designated dumping terrain.

2.4.3 Bidders must please take note to bid for the pumping as indicated on the schedule, but if additional pumping are required an additional order will be issued

2.4.4 The contractor must be in possession of a suitable pump with a 5m³ tank mounted on a chassis and wheels. (Trailer or Lorry). In the case of a trailer, a suitable vehicle or tractor must be available to tow the trailer. This equipment must be available for inspection by the office of the Control Works Inspector of Oshikoto Regional Council – Subdivision: Maintenance, to ensure that they are suitable to execute the service.

2.4.5 Bidders must please take note that, only **full septic tanks must be pumped out** and not necessarily as per price schedule. The “Official in Charge” of the Office/Ministry/Agency involved at the institution where the service is to be rendered, will notify the “Control Works Inspector” whenever the tanks are full. “The Office of the Control Works Inspector” will then instruct the bidder.

2.4.6 If no kilometres are provided and the calculations for sewerage are not correct as per the example below, the bidder will not be considered for that specific Site.

Section IV. Activity Schedule

Bill of Quantities

1. PAYMENT AND PRICE

1.1 The successful Bidder must submit his specified invoice for the service rendered, pumping of septic tank for the month, to the 'Official in Charge' of the Ministry involved at the institution where the service was rendered for certification. After the invoice is certified that the service was rendered satisfactorily, it must be sent to the addresses indicated in paragraph 1.4 below for payment.

1.2 Bidders must make provision in their Bid prices for net prices.

1.3 Total price must be inclusive of transport and all Taxes.

PLEASE NOTE:

FAILURE TO COMPLY TO THE CONDITIONS AS SET OUT IN THIS BIDDING DOCUMENT WILL INVALIDATE THE BID

Each Ministry is responsible for paying services rendered at their institutions; therefore, all invoices must be sent to the following addresses for payments to be processed:

1. Directorate: Education, Arts and Culture
Regional Director
Private Bag 2028
Ondangwa
2. Ministry of Health and Social Services
The Director: Oshikoto Regional Health Directorate
Private Bag 13198
Windhoek
3. Ministry of Gender
Deputy Director: Oshikoto Region
Private Bag 13359
Windhoek
4. Oshikoto Regional Council
Director: General Services
P. O Box 19247
Omuthiya

SCHEDULE 1**SEWERAGE REMOVAL AT GOVERNMENT INSTITUTIONS IN OSHIKOTO REGION**

DIRECTORATE: EDUCATION, ARTS AND CULTURE						
NO.	SITE	SEPTIC TANK CAPACITY (M³)	NO. OF SEPTIC TANKS	PUMPINGS INTERVAL	UNIT RATE PER M³	AMOUNT (N\$)
1	OSHIKOTO C. S					
	flat house 1	6m³	1	As per call out		
	Boys hostel	14m³	1	As per call out		
	Girls hostel	14m³	1	As per call out		
	flat house 2	6m³	1	As per call out		
	Admin office	9m³	1	As per call out		
	Teacher house	6m³	1	As per call out		
	Fat trap septic	15m³	1	As per call out		
	Subtotal:					
2	UUKUMWE C. S					
	Abl2	11m³	1	As per call out		
	Office	32m³	1	As per call out		

	Girls + boys' hostel (Combined)	40m ³	1	As per call out		
	Teacher flat	13m ³	1	As per call out		
	Teacher house	6m ³	1	As per call out		
	Abl2 (pre)	30m ³	1	As per call out		
	Subtotal:					
3	OSHIVELO CIRCUIT					
	Office	6m ³	1	As per call out		
	Staff house	6m ³	1	As per call out		
	Subtotal:					
4	TSINTSABIS C. S					
	Kitchen	6m ³	1	As per call out		
	Staff house	10m ³	1	As per call out		
	Pump station	44m ³	1	As per call out		
	Boy's hostel	32m ³	1	As per call out		
	Girl's hostel	32m ³	1	As per call out		
	Subtotal:					
5	ONYUULAYE C. S					
	Admin Office	8m ³	1	As per call out		
	Boy's hostel	14m ³	1	As per call out		
	Girl's hostel	15m ³	1	As per call out		

	Staff house	2m ³	1	As per call out		
	Subtotal:					
6	ONYUULAYE CIRCUIT					
	Staff House	3m ³	1	As per call out		
	Office	5m ³	1	As per call out		
	Subtotal:					
7	ONKUMBULA C. S					
	Staff house	12m ³	1	As per call out		
	Admin Office	8m ³	1	As per call out		
	ABL 2	45m ³	1	As per call out		
	Subtotal:					
8	ONKUMBULA CIRCUIT					
	Staff house	15m ³	1	As per call out		
	Office	13m ³	1	As per call out		
	Subtotal:					
9	HUIGUB P. S					
	Staff house	11m ³	1	As per call out		
	Subtotal:					
10	OKANKOLO C. S					

	Staff house	17m ³	1	As per call out		
	ABL 2	42m ³	1	As per call out		
	Boys hostel community	4m ³	1	As per call out		
	Girls hostel community	4m	1	As per call out		
	Subtotal:					
11	ONANKALI CIRCUIT					
	Office	7m ³	1	As per call out		
	Staff house	8m ³	1	As per call out		
	Subtotal:					
12	ONANKALI SOUTH C. S					
	Boy's hostel	17m ³	1	As per call out		
	Girl's hostel	17m ³	1	As per call out		
	Teacher toilet (community)	7m ³	1	As per call out		
	Subtotal:					
13	AMAKALI C. S					
	Admin office	11m ³	1	As per call out		
	Staff house	8m ³	1	As per call out		
	Subtotal:					
14	ONAYENA J. P					

	ABL 2	13m ³	1	As per call out		
	Subtotal:					
15	ONTANANGA SSS					
	Office	16m ³	1	As per call out		
	Staff house	5m ³	1	As per call out		
	Boys hostel	11m ³	1	As per call out		
	Girls hostel	11m ³	1	As per call out		
	Subtotal:					
16	OSHAPAPA C. S					
	School	16m ³	1	As per call out		
	Subtotal:					
17	IIMANYA C. S					
	Staff House 1	11m ³	1	As per call out		
	Staff house 2	2m ³	1	As per call out		
	Subtotal:					
18	KANDUME C. S					
	Admin office	14m ³	1	As per call out		
	Boy's hostel	10m ³	1	As per call out		
	Girl's hostel	14m ³	1	As per call out		

	Subtotal:					
19	ONDJAMBA C. S					
	Admin office	18m ³	1	As per call out		
	Teacher House	7m ³	1	As per call out		
	House flat 1	6m ³	1	As per call out		
	House flat 2	18m ³	1	As per call out		
	House flat 3	7m ³	1	As per call out		
	House flat 4	8m ³	1	As per call out		
	Subtotal:					
20	OSHIGAMBO CIRCUIT					
	Office	23m ³	1	As per call out		
	Subtotal:					
21	HANS DANIEL C. S					
	Admin Office	7m ³	1	As per call out		
	Boys Hostel	17m ³	1	As per call out		
	Girls Hostel	14m ³	1	As per call out		
	Staff House	16m ³	1	As per call out		
	Subtotal:					

22	ONAKATHILA C. S					
	Staff House	2m ³	2	As per call out		
	Admin office	20m ³	1	As per call out		
	Subtotal:					
23	OMUNTELE C. S					
	School	18m ³	1	As per call out		
	Subtotal:					
24	HAMUNYELA C. S					
	Staff House	7m ³	1	As per call out		
	Subtotal:					
25	NIIGAMBO C. S					
	Staff House	7m ³	1	As per call out		
	Boy's hostel	14m ³	1	As per call out		
	Girl's hostel	14m ³	1	As per call out		
	Admin block	7m ³	1	As per call out		
	Staff ABL2	9m ³	1	As per call out		
	Subtotal:					
26	OMUTHIYA SSS					

	Admin Office	14m ³	1	As per call out		
	Subtotal:					
27	ONASHIKUVU C. S					
	ABL 2 BOYS	68m ³	1	As per call out		
	ABL2 GIRLS	40m ³	1	As per call out		
	Subtotal:					
28	ONATHINGE CIRCUIT					
	Staff House	6m ³	1	As per call out		
	Office	13m ³	1	As per call out		
	Subtotal:					
29	ONATHINGE SOUTH C. S					
	Office	5m ³	1	As per call out		
	Subtotal:					
30	OSHIFUKWA C.S					
	ABL 2	15m ³	1	As per call out		
	Admin block	7m ³	1	As per call out		
	Subtotal:					
31	OKANKOROROSA C. S					
	Staff House	2m ³	1	As per call out		

	ABL 2	43m ³	1	As per call out		
	ABL 2	18m ³	1	As per call out		
	Subtotal:					
32	ALWEENDO C. S					
	Staff House	2m ³	1	As per call out		
	Subtotal:					
34	N.P. NASHANDI C. S					
	Staff House	13m ³	1	As per call out		
	Subtotal:					
35	E.P. NANYEMBA C. S					
	Staff House	14m ³	1	As per call out		
	Subtotal:					
36	ONAMEYA P. S					
	Staff House	10m ³	1	As per call out		
	Subtotal:					
37	MATHEWS NASHANDI C. S					
	Staff House	46m ³	1	As per call out		
	House	9m ³	1	As per call out		
38	AMUNIME C. S					
	Staff House	10m ³	1	As per call out		

	ABL 2	18m ³	1	As per call out		
39	AMBUNDA C. S					
	Staff House	14m ³	1	As per call out		
	Subtotal:					
40	OLUKONDA SSS					
	Office	6m ³	1	As per call out		
	Staff House	12m ³	1	As per call out		
	ABL 2	39m ³	1	As per call out		
	Boy's hostel	15m ³	1	As per call out		
	Girl's hostel	14m ³	1	As per call out		
	Subtotal:					
41	OLUKONDA P. S					
	ABL 2	20m ³	1	As per call out		
	Subtotal:					
42	ONETHINDI P. S					
	ABL 2	45m ³	1	As per call out		
	Subtotal:					
43	ONYAANYA CIRCUIT					
	Office	13m ³	1	As per call out		

	TRC	38m ³	1	As per call out		
	Staff house	17m ³	1	As per call out		
	Subtotal:					
44	GOSEN					
	Staff House	9m ³	1	As per call out		
	office	11m ³	1	As per call out		
	Subtotal:					
45	ENGOYI C. S					
	Staff House	2m ³	1	As per call out		
	Subtotal:					
46	OKAHANYA C. S					
	Staff House	2m ³	1	As per call out		
	Subtotal:					
47	UUKUMA C. S					
	Staff House	7m ³	1	As per call out		
	Subtotal:					
48	OKALUMBU C. S					
	Staff House	14m ³	1	As per call out		
	Subtotal:					

49	IPOPO C. S					
	Staff House 1	8m ³	1	As per call out		
	Staff house	18m ³	1	As per call out		
	Flat no 1	8m ³	1	As per call out		
	Flat no2	9m ³	1	As per call out		
	Flat no3	7m ³	1	As per call out		
	Office	7m ³	1	As per call out		
	Boy's hostel	17m ³	1	As per call out		
	Girl's hostel	17m ³	1	As per call out		
	Subtotal:					
50	EMANYA SSS					
	Staff House	9m ³	1	As per call out		
	Boy's hostel	17m ³	1	As per call out		
	Girl's hostel	25m ³	1	As per call out		
	Subtotal:					
51	LINEA NAMUPALA C. S					
	Staff House	39m ³	1	As per call out		
	Subtotal:					
52	ONTANA C. S					

	Staff House1	13m ³	1	As per call out		
	Staff house 2	12m ³				
	Boys Hostel	15m ³	1	As per call out		
	Girls Hostel	16m ³	1	As per call out		
	Subtotal:					
53	VILHO KAMANYA C. S					
	Staff House	13m ³	1	As per call out		
	Subtotal:					
54	ETANGA C. S					
	Staff House	44m ³	1	As per call out		
	ABL 2	16m ³	1	As per call out		
	Subtotal:					
55	OKANDONGA C. S					
	Staff House	13m ³	1	As per call out		
	Subtotal:					
56	MWANDINGI C. S					
	Staff House	16m ³	1	As per call out		
	Subtotal:					
57	ELOMBE C. S					

	Staff House	9m ³	1	As per call out		
	Admin Office	8m ³	1	As per call out		
	Boy's hostel	14m ³	1	As per call out		
	Girl's hostel	14m ³	1	As per call out		
	Subtotal:					
58	OMUKWIYU GWEMANYA C. S					
	Office	18m ³	1	As per call out		
	Subtotal:					
59	ONAMUNTENE C. S					
	Staff House	2m ³	1	As per call out		
	Office	18m ³	1	As per call out		
	Subtotal:					
60	ONATHINGE NORTH C. S					
	Staff House	18m ³	1	As per call out		
	Office	18m ³	1	As per call out		
	Subtotal:					
61	ONEPUTA C. S					
	Office	18m ³	1	As per call out		
	Subtotal:					

62	AUALA P. S					
	ABL 2	16m ³	1	As per call out		
	Subtotal:					
63	OZIZI C. S					
	Staff House	13m ³	1	As per call out		
	Admin Office	13m ³	1	As per call out		
	Subtotal:					
64	PUKULUKENI C. S					
	Staff House	14m ³	1	As per call out		
	Subtotal:					
65	AUALA LIBRARY					
	LIBRARY	6m ³	1	As per call out		
	Subtotal:					
66	MUNGANDJERA C. S					
	Teacher house	6m ³	1	As per call out		
	Subtotal:					
67	WAANDJA P. S					
	Staff House	2m ³	1	As per call out		
	Subtotal:					

68	KING KAULUMA C. S					
	Staff House	40m ³	1	As per call out		
	Admin Office	14m ³	1	As per call out		
	Hostel	43m ³	1	As per call out		
	Subtotal:					
69	OMATOPE C. S					
	Staff House	6m ³	1	As per call out		
	Subtotal:					
70	EMANYA EAST PS					
	Staff House	8m ³	1	As per call out		
	Subtotal:					
71	ELAVI C. S					
	Staff House	15m ³	1	As per call out		
	Subtotal:					
72	ONDERA P. S					
	Staff House	15m ³	1	As per call out		
	Community ABL2	14m ³				
	Subtotal:					
73	OMBAHE P. S					

	Staff House	13m ³	1	As per call out		
	Subtotal:					
74	HEDIMBI P. S					
	Staff House	14m ³	1	As per call out		
	Subtotal:					
75	EVALE C. S					
	Staff House	2m ³	1	As per call out		
	Boy's hostel	15m ³	1	As per call out		
	Girl's hostel	12m ³	1	As per call out		
	Subtotal:					
76	ONALUSHESHETE C. S					
	Staff House	2m ³	1	As per call out		
	Subtotal:					
77	ONANGUWO P. S					
	Staff House	2m ³	1	As per call out		
	Subtotal:					
78	OLUKUPA C. S					
	Staff House	9m ³	1	As per call out		
	ABL2	15m ³	1	As per call out		

	Subtotal:					
79	OMEYANTALALA C. S					
	Staff House 1	6m ³	1	As per call out		
	Staff house 2	8m ³	1	As per call out		
	Subtotal:					
80	OHAIMBADA C. S					
	Staff House	12m ³	1	As per call out		
	Subtotal:					
81	ONAMISHU C. S					
	Staff House 1	16m ³	1	As per call out		
	Staff house 2	17m ³	1	As per call out		
	Boys hostel	18m ³	1	As per call out		
	Girls hostel	15m ³	1	As per call out		
	Subtotal:					
82	ELAMBO C. S					
	Staff House	15m ³	1	As per call out		
	Boys hostel	18m ³	1	As per call out		
	Girls hostel	16m ³	1	As per call out		
	Subtotal:					

83	ONGUDI C. S					
	Staff House	15m ³	1	As per call out		
	Subtotal:					
84	EKONGHOLA C. S					
	Staff House	6m ³	1	As per call out		
	Subtotal:					
85	OFILU C. S					
	Staff House	8m ³	1	As per call out		
	Subtotal:					
86	OMUTWEWOMEDI C. S					
	Staff House	2m ³	1	As per call out		
	Office	18m ³	1	As per call out		
	Subtotal:					
87	OMBUNDU C. S					
	Staff House	2m ³	1	As per call out		
	Subtotal:					
88	AMATETA P. S					
	Staff House	2m ³	1	As per call out		
	Subtotal:					

89	OSHINAMUMWE C/S					
	Staff House 1	14m ³	1	As per call out		
	Staff house 2	7m ³	1	As per call out		
	Staff house 3	6m	1	As per call out		
	Teacher flat	7m	1	As per call out		
	Admin Office	14m ³	1	As per call out		
	Boys hostel	19m ³	1	As per call out		
	Girls hostel	16m ³	1	As per call out		
	Subtotal:					
90	EPANDULO C/S					
	Staff House	16m ³	1	As per call out		
	Subtotal:					
91	OMBALAGELO C/S					
	Staff House	19m ³	1	As per call out		
	Subtotal:					
92	OSHIYA C/S					
	Staff house	10m ³	1	As per call out		
	Boys hostel	16m ³	1	As per call out		
	Girls hostel	16m ³	1	As per call out		

	Subtotal:					
93	AMEN C/S					
	Staff House	9m ³	1	As per call out		
	Admin office	14m ³	1	As per call out		
	Subtotal:					
94	NYAMBALI C. S					
	Staff House	11m ³	1	As per call out		
	Admin Office	12m ³	1	As per call out		
	Subtotal:					
95	SHIVOLO P/S					
	ABL 2	19m ³	1	As per call out		
	Community male	9m ³	1	As per call out		
	Community female	9m ³	1	As per call out		
	Subtotal:					
96	APUTU C. S					
	ABL 2	23m ³	1	As per call out		
	Subtotal:					
97	ONGUMA P/S					
	ABL 2	14m ³	1	As per call out		

	Subtotal:					
98	JOHANNES AMWAALWA P/S					
	ABL 2	38m ³	1	As per call out		
	Subtotal:					
99	NATANGWE UGWANGA P/S					
	ABL 2	12m ³	1	As per call out		
	Subtotal:					
100	LUDWIGSHAFEN P/S					
	ABL 2	15m ³	1	As per call out		
	Subtotal:					
101	AMUPAPALA C/S					
	ABL2	13m ³	1	As per call out		
	Subtotal:					
102	ONIIPA P/S					
	SEPTIC 1	97m ³	1	As per call out		
	SEPTIC 2	97m ³	1	As per call out		
	Subtotal					
103	OKAKONDO C/S					
	Community	6m ³	1	As per call out		

	Subtotal:					
104	ONUUYA P. S					
	ABL2	14m ³	1	As per call out		
	Subtotal:					
105	ONIIHWA C/S					
	ABL2	10m ³	1	As per call out		
	Subtotal:					
106	ONAMEYA P/S					
	Teacher s house	15m ³	1	As per call out		
	subtotal					
107	Olupale c/s					
	Admin block	7m ³	1	As per call out		
	House no.1	7m ³	1	As per call out		
	House no.2	7m ³	1	As per call out		
	House no.3	7m ³	1	As per call out		
	Fat trap septic	15m ³	1	As per call out		
	Subtotal					
108	EBEN -EZER C/S					
	ABL2	29m ²	1	As per call out		

	SUBTOTAL					
	GRANDTOTAL					

OSHIKOTO REGIONAL COUNCIL: SEWERAGE REMOVAL

NO.	SITE	SEPTIC TANK CAPACITY (M ³)	NO. OF SEPTIC TANKS	PUMPING INTERVALS	UNIT RATE PER M ³	AMOUNT (N\$)
1	OKANKOLO CONSTITUENCY					
	Constituency Office	31m ³	1	As per call out		
	Onyuulaye Community Hall	18m ³	1	As per call out		
	Subtotal:					
2	ONYAANYA CONSTITUENCY					
	Community Hall	18m ³	1	As per call out		
	Constituency Office	18m ³	1	As per call out		
	Subtotal:					
3	EENGODI CONSTITUENCY					
	Onamishu Community Hall	18m ³	1	As per call out		
	Constituency Office	18m ³	1	As per call out		
	Subtotal:					
4	OLUKONDA CONSTITUENCY					
	Constituency Office	18m ³	1	As per call out		

	Subtotal:					
5	OMUNTELE CONSTITUENCY					
	Community Hall	21m ³	1	As per call out		
	Constituency Office	21m ³	1	As per call out		
	Shelter	21m ³	1	As per call out		
	Subtotal:					
6	NEHALE LYA MPINGANA CONSTITUENCY					
	Staff House	21m ³	1	As per call out		
	Constituency Office	40m ³	1	As per call out		
	Subtotal:					
7	GUINAS CONSTITUENCY					
	Office	40m ³	1	As per call out		
	Subtotal:					

1	ONYAANYA CLINIC					
	Staff House	18m ³	1	As per call out		
	Clinic	23m ³	1	As per call out		
	Subtotal:					
2	ONKUMBULA CLINIC					
	Clinic	18m ³	1	As per call out		
	Subtotal:					
3	ONTUNDA CLINIC					
	Staff House	44m ³	1	As per call out		
	Clinic	19m ³	1	As per call out		
	Subtotal:					
4	ONYUULAYE CLINIC					
	Staff House	18m ³	1	As per call out		
	Clinic	18m ³	1	As per call out		
	Subtotal:					
5	ONAKAZIZI CLINIC					
	Staff House	18m ³	1	As per call out		
	Clinic	18m ³	1	As per call out		
	Subtotal:					

6	ONANKE CLINIC					
	Clinic	18m ³	1	As per call out		
	Subtotal:					
7	ONAMISHU CLINIC					
	Staff House	18m ³	1	As per call out		
	Clinic	18m ³	1	As per call out		
	Subtotal:					
8	TSINTSABIS CLINIC					
	Staff House	18m ³	1	As per call out		
	Clinic	18m ³	1	As per call out		
	Subtotal:					
9	OSHIGAMBO CLINIC					
	Staff House	18m ³	1	As per call out		
	Clinic	18m ³	1	As per call out		
	Subtotal:					
10	OMUNTELE CLINIC					
	Staff House	18m ³	1	As per call out		
	Clinic	18m ³	1	As per call out		
	Subtotal:					

11	NDAMONO CLINIC					
	Clinic	63m ³	1	As per call out		
	Subtotal:					
12	ONTANANGA CLINIC					
	Staff House	18m ³	1	As per call out		
	Clinic	26m ³	1	As per call out		
	Subtotal:					
13	OLUKONDA CLINIC					
	Clinic	33m ³	1	As per call out		
	Subtotal:					
14	HEDIMBI CLINIC					
	Staff House	18m ³	1	As per call out		
	Clinic	18m ³	1	As per call out		
	Subtotal:					
15	ELOMBE CLINIC					
	Clinic	49m ³	1	As per call out		
	Subtotal:					
16	AMILEMA CLINIC					
	ABL 2	13m ³	1	As per call out		

	Clinic	18m ³	1	As per call out		
	Subtotal:					
17	ELAVI CLINIC	202M ³	1	As per call out		
	Subtotal:					

MINISTRY OF GENDER EQUALITY AND CHILD WELFARE						
1	TSINTSABIS CENTRE					
	Centre	18m ³	1	As per call out		
	Subtotal:					
2	OKANKOLO CENTRE					
	Centre	18m ³	1	As per call out		
	Subtotal:					
3	OMATOPE CENTRE					
	Centre	13m ³	1	As per call out		
	Subtotal:					
4	OFILU CENTRE					
	Centre	13m ³	1	As per call out		
	Subtotal:					
					TOTAL N\$:	
					VAT 15% N\$:	
					GRAND TOTAL N\$:	

