

NamRA Head Office, Town Square Building, Upper Retail Floor, Post Street Mall, P O Box 569, WINDHOEK, NAMIBIA. Tel no: 061- 209 2518. Email address: procurementclarification@namra.org.na

# OPEN NATIONAL BIDDING FOR PROCUREMENT OF WORKS

PROCUREMENT REFERENCE NO: W/ONB/NAMRA/01-02/2024

# PROJECT TITLE: PROCUREMENT OF PREVENTATIVE MAINTENANCE AND SERVICING OF STANDBY GENERATORS FOR NAMRA FOR A PERIOD OF 12 MONTHS

Cost: Free to be downloaded from NamRA website.
www.namra.org.na

COMPANY NAME:	
TOTAL BID AMOUNT:	
_	(Including VAT and contingencies)



#### LETTER OF INVITATION

TO: Prospective Bidders

25 April 2024

Procurement Reference No: W/ONB/NAMRA/01-02/2024

PROCUREMENT OF WORKS - PROCUREMENT OF PREVENTATIVE MAINTENANCE AND SERVICING OF STANDBY GENERATORS FOR NAMRA FOR A PERIOD OF 12 MONTHS

Dear Sir/Madam

NamRA hereby invites competent, qualified, and registered companies to submit their best offer/s for the procurement of works described in the above-mentioned subject matter.

Clarifications and / or Enquiries, if any, shall be in writing only addressed to NamRA PMU at: <a href="mailto:procurementclarification@namra.org.na">procurementclarification@namra.org.na</a>

DEADLINE FOR BID SUBMISSION: MONDAY, 13 MAY 2024 AT 11:00AM

Yours faithfully

MS. PETRA LISHO- MAYUMBELO

MANAGER: PROCUREMENT MANAGEMENT UNIT

# **TERMS OF REFERENCE (TOR)**

#### 1. PURPOSE

NamRA seeks to acquire the services of a Namibian owned and registered company to provide preventative maintenance and servicing of generators to NamRA.

#### 2. SPECIFICATIONS

#### 2.1SCOPE

The contractors shall provide preventative maintenance and servicing of generators as outlined below.

# 2.1.1 General Preventive Maintenance (Quarterly)

#### Cooling System

- Check radiator level.
- Check water leaks, if any.
- Check all radiator hoses.

#### Fuel System

- Check fuel level.
- Check fuel filters.

#### Air Induction and Exhaust System

- Check air cleaner.
- Check Exhaust Pipe

#### Lubrication System

- Check oil level.
- Check Oil Leaks, if any.

## Starting System

- Check battery cables and connections.
- Check battery fluid and terminals.
- Check fan belts.
- Check alternator belts.

#### Control Panel

- Check PBC and Module
- Check all fuses.
- > Check all electrical connections.

#### Testing

#### > Testing without load

- Voltage
- Frequency/RPM
- Coil Pressure
- Water Temperature

- Running Our Meter
- Battery Voltage

#### > Testing with load

- Voltage
- Frequency/RPM
- Current
- Oil Pressure
- Water Temperature
- Test AVR and Exciter

#### Merger Test

Insulation

#### Battery

- Check battery water level and refill water, if necessary.
- Check Battery DC output voltage and charging rate.
- Replace battery, if necessary.

#### Sanitation

Check cleanliness. \*

### Automatic Transfer Switch (ATS)

- Check ATS indicator lamps and breaker.
- Checking of temperature on busbar and terminal connection using thermal scanner.

#### Preventative Maintenance for Synchro- Panel

Preventive Maintenance and Check- up

#### 2.2.2 Servicing of Generators (Annually)

#### Change Oil, Coolant and Filters

- Replace radiator liquid with coolant additive.
- Replace coolant /water filters.
- Replace Fuel filters.
- Replace oil/lube filters.
- Change engine oil.
- Disposal of all waste fluids (if applicable)

Frequency of intervention: Preventative is for after every 3 months, as and when required for repairs, and for servicing is annually.

#### 3. DELIVERABLES

The repairs and maintenances as indicated in the scope will be performed at the below NamRA offices and future offices including leased properties unless otherwise stated.

Contractors will be awarded as per the location of business; contactors are advised to bid for the regional clusters they are stationed. Contractors who have offices in more than one region / cluster should provide proof via a fitness certificate that is two years old or more.

NamRA has the right not to award to the lowest bidder but to award to the most substantially responsive bidder (quality, compliance to technical requirement and cost will be considered).

The offices and generators per office are listed below.

- Central Region all NamRA offices (Cluster 1)
- Gobabis Domestic Customs & Excise (Offices) (Marelli 250kva)
- Trans Kalahari Border Post (Atlas 60kva and Deutz 80kva)
- Otjiwarongo offices both Customs & Domestic (Marrelli 250 kva/400v)
- Northern Region all NamRA offices (Cluster 2)
- Oshikango border post Customs (Offices) (112 KVA 310 liters Marelli)
- Oshakati Regional Office Domestic Taxes (Volvo Penta 200 KVA)
- Northeastern Region all NamRA offices (Cluster 3)
- Rundu Regional Offices both Domestic Taxes and Customs (Offices) (John Deere kva 88, kw 70, volts 400)
- Sarasungu Border Post Customs (Offices) (Atlas Copco kva 58 kw 46.3 400v)
- Katwitwi Border Post (Offices) (John Deer 80 kva kw 70 volts 400)
- Far Northeastern Region all NamRA offices (Custer 4)
- Katima Mulilo Regional Office Customs (Offices)
- Katima Mulilo Border Post Customs (Offices) (John Deer 40 kva kw 32 volts 400) and (Atlas Copco 60kva 48kw 400 volts)
- Muhembo Boder Post (John Deer 80kva, 70kw, 400 volts)
- Ngoma Border Post Customs (Offices) (Perkins 25kva, 24 kw, 400 volts)
- Southern Region All NamRA offices (Cluster 5)
- Ariamsvlei Border Post Customs (Offices) (FG Wilson 2506 -1500, 60kva) and (Atlas Copco 60kva)
- Keetmanshoop Regional Office both Customs & Domestic (Offices) (John Deer kva 125 (Customs)) and (TAD 531 GE-Volvo Penta, kw 102 (Domestic))
- Klein Manase Border Customs (Offices) (John Deer 30kva)
- Noordoewer Border Post Customs (Offices) (John Deer 100kva) and (Atlas Copco 60kva)

#### 4. CONTRACT DURATION

The contract is for a period of 12 months (1) year and its valid upon signature by both parties.

#### 5. OPERATING PROCEDURES

- Conduct the quarterly preventive maintenance, check up and related minor repairs according to schedule to ensure reliable operation of the Generator Sets during the period of coverage. Quotation must include the supplies/materials needed for replacement of engine oil, coolant, and filters (breakdown of material cost shall also be provided).
- Any damage caused by improper installation will be the responsibility of the contractor. NamRA will establish the value for the damage that will be charged to the contractor.
- Contractor to ensure that while providing the support /services during weekdays the service does not disturb office working environment within the office premises.
- Provide qualified technicians, supervision, tools, and equipment necessary to conduct the regular preventive maintenance check -up and related corrective repairs.
- Undertakes minor adjustments and repairs as required in the manufacturers periodic schedule.
- Submit Service Report to the site representative upon completion of work, before leaving the site. A detailed Incident Report may also be requested for further information needed.
- In cases of major repairs, the contractor will submit quotations of materials and spare parts needed, including scope of work to be done (applicable only if the unit is no longer under warranty.
- Dispatch of the technicians for request of service assistance must be done within 24 hours upon receipt of complaint/report.
- The contractor shall inform NamRA's representative and security 1 week in advance for periodic services and maintenance except for emergencies.

#### **5.1 INSTRUCTIONS TO BIDDER**

- Bids, along with all required documents, must be submitted in the manner described herein.
- By submitting a Bid document, bidder certifies that they understand and agree with, and will abide by, the terms and conditions set forth in this Term of Reference.
- All costs incurred by the bidder in the preparation of a Proposal responding to this term of reference are the responsibility of the proposer (bidder) and will not be reimbursed by the NamRA.

#### 6. HEALTH AND SAFETY

Health and Safety is vital on NamRA's properties. All employees of the contractor are to strictly adhere to the health and safety guidance provided. Contractor shall take reasonable care of their staff health and safety as well as that of other persons who may be affected by their activities. The contractor is responsible for the care, protection and safety of the works, the site, and all things in the work areas. All required Personal Protective Equipment (PPE) are to

be provided by the contactor to its employees. As a minimum, safety helmet, coverall, and hand gloves are to be worn by all on site. The contractor shall inform NamRA's officials of any special health and safety hazards which might invoice in the work to be performed and shall advice to NamRA of any precautions that ought to be taken. The contractor shall be responsible for completing the work, to a high standard and within the required time or sooner.

#### 7. SECURITY

- i. The contractor must hold record of their staff details. To the extent required from time to time by the security manager/deputy, the contactor shall provide,
- ii. A list of staff showing the name and address of everyone who is involved in the performance of contractor.
- iii. The contractor shall provide clear visible ID cards to their worker, and this should be worn at all the time during work.
- iv. Roads or paths to be used as access by the contractor are to be left clear of construction plants, vehicles, and debris at all the time.
- v. All dangerous areas are to be fenced and signs posted to warn NamRA's staff and visitors.

#### 8. FRAUD AND CORRUPTION

- 8.1 NamRA requires that bidders/suppliers/contractors, participating in its procurement activities, observe the highest standard of ethics during the procurement process and execution of contracts.
- 8.2 NamRA will reject an offer for award if it determines that the Bidder recommended for award of contract 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" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.
- (ii) "Fraudulent practice" means 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" means 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" 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 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.

#### 9. CONFLICT OF INTEREST

For the purposes of this Clause:

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified instantly from partaking in the procurement process. In accordance with NamRA Internal Procurement Policy and Procedures, 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 NamRA 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; or
- (g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by NamRA as Engineer for the Contract.

#### 10. ELIGIBILITY REQUIREMENTS

- 10.1 A bidder may be a Namibian natural person, private entity, or government-owned entity registered in Namibia or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally enforceable joint venture (JV).
- 10.2 All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
- 10.3 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 and thereafter shall be disqualified from participating in this bid.

#### In the case of case of a JV:

- (a) All Parties to the JV shall be jointly and severally liable; and
- (b) A JV with international companies shall ensure that the majority shareholders are local entities.
- (c) A JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of all the parties of the JV during the bidding process

and, in the event the JV is awarded the Contract, during contract execution. The JV shall execute and submit an original power of attorney or authorization.

#### 10.4 Documents Comprising the Bid are herewith below: -

- 10.4.1 The Bid shall comprise the following documents: -
  - (a) Completed bid document (refers to this particular bid document), initialled on each page, and signature where applicable.
  - (b) Qualification information and documentary evidence establishing the Bidder's qualifications to perform the Contract.
  - (c) Attach the following mandatory documents as evidence shall be required.
    - A valid company Registration Certificate indicating construction as part of services and / or works registered for.
    - ii. A valid, authentic, and original good Standing Tax Certificate from NamRA with the procurement reference number for this bid.
    - iii. A valid, authentic, and original good Standing Certificate from Social Security Commission.
    - iv. A valid SME certificate indicating SME Status (if any).
    - v. A valid certified copy by the Commissioner of Oath 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.
    - vi. A Bidders own written undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this bid are compliant to the relevant laws, and wage determinations of the Government of the Republic of Namibia. This document should be initialled and signed by the bidder, including a company stamp for the bidding company.

#### 11.GENERAL REQUIREMENT

#### 11.1 Language of Bid

- i. Bid, supporting documents as well as all correspondence relating to the bid exchanged by the Bidder and NamRA shall be in English Language.
- ii. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, such translation shall govern.

#### 11.2 Preparation, Submission and Opening of Bid

- A Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Employer shall in no case be responsible or liable for those costs irrespective of the outcome of the bidding process.
- ii. A Bidder shall ensure that all pages of this bid is initialled on each page and signed where appropriate.
- iii. The Bid submission shall consist of the following submissions:

One (1) original hardcopy,

Two (2) copies of the original hardcopy,

- iv. The bid price and rates shall be in Namibian Dollars and fixed for the duration of the Contract unless otherwise specified in the Contract to be signed with the successful bidder.
- v. Bids will be opened internally by NamRA Procurement Management Unit (PMU). A record of the Bid Opening stating the name of the bidders, the amount quoted, including mandatory documents referred to in Sub-Clause 10.4.1(a)(b)(c) under Eligibility Requirement above will be kept by NamRA PMU.

#### 11.3 Confidentiality

Information relating to the examination, evaluation, comparison, and post-qualification of bids and recommendation of Contract award, shall not be disclosed to Bidders or any other person not officially concerned with such process.

#### 11.4 Correction of Arithmetical Errors

- 1. Provided that that the bid is substantially responsive, NamRA shall correct arithmetical errors on the following basis:
- (a) 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; and
- (b) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) above.

# **12.EVALUATION CRITERIA**

# 12.1 Mandatory documents:

An entity that does not meet all the mandatory requirement will be disqualified and will not be considered for the technical and financial evaluation.

No	Description	Yes /No
1	Certified copy of the Founding Statement and / or Memorandum of Incorporation clearly indicating the Namibian shareholding structure. Proof can either be BIPA or Ministry of Trade documents.	
2	Valid Original Good Standing Certificate from the Social Security Commission	
3	Valid Original Good Standing Certificate from NamRA (Tax Certificate)	
4	An original or certified copy of a valid Affirmative Action Certificate (where it doesn't apply, a letter to this effect should be provided)	
5	A certificate indicating SME status	
6	Bidders own written undertaking in terms of section 138(2) of the Labour Act, 2007.	
	Additional Requirements	
7	Written Power of attorney to sign on behalf of the organization, were necessary in case of a JV	
8	Detailed company profile including 5 most recent (period between 2017-2023) reference letters on company letterheads (not older than 1 year) with contact details.	
9	Fitness certificate of respective Municipality, Council or water bill or telephone bill under service provider. (Should be more than 2 year of residence)	

# 12.2 Technical and Functional Evaluation

No	Criteria	Documents required & Qualification Criteria	Max Points
1	Financial Stability	Total Value of completed projects during the last three (3) years:  • Less than N\$ 50 000 = 0 points  • N\$ 50 000 to N\$ 100 000 = 10 points  • N\$ 100 000 and above = 20 points	20
2	Company Experience	Submit minimum 2 reference letters (with the period of 2017-2023) on company letterheads from previous completed similar contracts or current contracts were 70% of the contract scope has been completed (proof to be provided)  • 2 and more references =15 points  • 1 reference = 5 points  • If no reference attached = 0 points	15
3	Management Competence	Submission of a CV of Contract Manager or Team Leader for this contract, with attached qualifications  1 &less year of experience = 2 points.  2-4 years of experience = 10 points.  5 and more years of experience = 15 points.	20
	Qualification for Management / Contract manager	Vocational and trade certificates in Mechanical and / or Electrical field to be attached. Certified Artisan to attach proof	15
	2 additional Key personnel for the project	Submission of a CV and 1 reference letter indicating experience for additional 2 <b>Key personnel to be contracted on the project.</b> • 2 CVs with 2 latest reference letters = 10  • 1 CV with 1 latest reference letters = 5  No attachment of CV & reference letters=0	10
	Qualification for 2 additional Key personnel to be contracted on project	Vocational and trade certificates in Mechanical and / or Electrical field to be attached.	10
4	Tools & Equipment	Submission of asset register and Equipment Hire Contract or Letter of intent.  • Number of appropriate vehicles owned by company or Contract Manager or proof of hire thereof in (category of bakkie, SUV and Appropriate staff transportation vehicle):  Bakkie or SUV = 5 points No vehicle proof Bakkie or SUV = 0 points  • Appropriate tools and equipment  ➤ Owned by service provider = 10 points (provide list of tools and building related equipment to be used as attached to TOR as Annexure A)  ➤ Proof (letter confirmation, endorsed by supplier)	

will not attract additional marks. TOTAL POINTS	100
The numbers/quantity of tools and equipment listed above	
and or supplier certificate to bidder) of acquiring tools from hardware stores and building related equipment in Namibia = 5 points.  ➤ IF NO Proof (letter confirmation, endorsed by supplier and or supplier certificate to bidder) of hiring building related equipment and tools from hardware stores = 0 points	

A bidder who does not score minimum of 70 % will not be evaluated further.

#### Phase 3 Financial Evaluation

The lowest quoted bidder who meets all mandatory and technical requirements will be awarded.

# 12.3 Price Evaluation Schedule- For Evaluation Purpose only)

Bidder to carry over the prices, rates and for percentages as stated in above schedule to the price evaluation schedule below and calculate the total, all-inclusive and inclusive VAT.

## 12.4.1 Quarterly Preventive Cost per year

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#### **Annual Maintenance (Servicing)**

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# 12.5Non-Preventive Maintenance Cost Fees (As and when required)

#### This should include the following:

- Call out fee to NamRA to include the following:
- Travel to NamRA and Fault finding.
- Standard labour per hour for normal hours.
- Standrad labour per hour after hours.
- Standard labour for Sundays and Public Holidays.

# A) Travel to NamRA and Fault finding.

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# B) Standard labour per hour normal hours.

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# C) Standard labour per hour after hours.

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# D) Standard labour for Sundays and Public Holidays.

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#### 13. BID CLARIFICATION AND ENQUIRIES

All technical / procurement clarifications and / or enquiries, if any, should be addressed by email to NamRA Procurement Management Unit (PMU) at: procurementclarification@namra.org.na

#### 14. CLOSING DATE, TIME, AND PLACE FOR BID SUBMISSION

Bids should be posted, or hand delivered in a single sealed envelope indicating the procurement reference number and detailing the project title for the works to be undertaken as per details below:

The Chairperson: Procurement Committee

Through the Head: Procurement Management Unit (PMU)

PROCUREMENT REFERENCE NO: W/ONB/NAMRA/01-02/2024

NamRA Head Office, Town Square Building,

Upper Retail Floor, Post Street Mall

P O Box 569 WINDHOEK NAMIBIA

Email address: procurementclarification@namra.org.na

#### 13. DEADLINE FOR BID SUBMISSION: MONDAY, 13 MAY 2024 AT 11:00AM

- > Bidders are responsible for ensuring that their bids reach NamRA in good time.
- ➤ Bids received after the deadline will not be considered and will be returned to the bidder's postal in sealed envelope.