

REPUBLIC OF NAMIBIA KUNENE REGIONAL COUNCIL DIRECTORATE: EDUCATION, ARTS & CULTURE



Request for Quotations For Works

Renovations of

Minor Renovation at teachers resource centre & circuit office at Opuwo

Procurement Reference No: W/RFQ/KRC: DoEAC-06/2024

Kunene Regional Council P/Bag 502 Opuwo Namibia

TEL. 065 273959 pmu@kunenerc.gov.na

Name of bidder:	
Contact Number of Bidder:	
Email Address of Bidder:	
Authorized Representative of Bidder:	
Signature of Bidder:	
Bid total amount: N\$	



CHIEF REGIONAL OFFICER 65

REPUBLIC OF NAMIBIA KUNENE REGIONAL COUNCIL DIRECTORATE: EDUCATION, ARTS & CULTURE



Letter of Invitation

To:
Procurement Reference Number: W/RFQ/KRC: DoEAC-06/2024
Dear Sirs,
Request for Quotations for Minor Renovation at Teachers Resource Centre & circuit office at Opuwo -Lot 2 for the Directorate of Education, Arts and Culture: Kunene Regional Council
Bidders are invited resulting contract shall be subject to the terms and conditions referred to in the document.
Queries, if any, should be addressed to Mr. Simeon Kariko @ 081 148 2090 or Mr. John I. Haraseb @ 081 778 8356
Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.
Yours faithfully,
2/2 2

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Kunene Regional Council: Directorate of Education, Arts and Culture reserves the right:

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

2. Preparation of Quotations

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

- a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- b) the Priced Activity Schedule in Section IV;
- c) the Specifications and Compliance Sheet in Section V; and
- d) any other attachment as deemed appropriate

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your Quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

3. Validity of Quotations

The quotation validity period shall be **180 days** from the date of bid submission deadline.

4. Eligibility Criteria

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

- have a valid certified copy (NAMPOL) of company Registration Certificate;
- have an original or valid certified copy (NAMPOL) of good Standing Tax Certificate;
- have an original or valid certified copy (NAMPOL) of good Standing Social Security Certificate;
- have a valid certified copy (NAMPOL) 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;
- have a valid certified copy (NAMPOL) of certificate indicating SME Status (for Bids reserved for SMEs);
- submit signed bid securing declaration;
- an undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order and Award, where applicable and that it will abide to sub-clause 4.6 of the General Conditions of the Contract if it is awarded the contract or part thereof;

- attach proof of confirmation of account from a Namibian Banking institution;
- bidders place of principal business must be in Kunene Region. (Attach less than two months confirmation letter from the respective Regional Councillor responsible for Constituency in which your company operates);
- attach certified copies (NAMPOL) of qualifications of a Plumber, Brick Layer and a Electrician from reputable Education Institution accredited by NQA;
- have a minimum experience of two years as prime contractor in the construction of works of similar nature and complexity equivalent to proposed works, attach two reference letters on the completed similar works from previous employers; and
- attach a valid copy(ies) (NAMPOL) of the Company's owner's national identification document(s).

5. Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be 60 days after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted.

7. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Entity with the Bidder's name at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at P/Bag 502 Opuwo Kunene Regional Council, Mbumbijazo Muharukua Street, Opuwo or forwarded by fax 065-273077, not later than **03 June 2024 at 11h00 AM**. Quotations by post or hand delivered should reach Kunene Regional Council Mbumbijazo Muharukua Street, P/Bag 502 Opuwo by the same date and time at latest 11h00. Late quotations will be rejected. Quotations received by e-mail or fax will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing Declaration, will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

Evaluation of Quotations

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

10. Technical Compliance

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

11. Prices and Currency of Payment

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

Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

12. Margin of Preference

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

5% margin of preference shall be given to bidders from Kunene Region.

13. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation that is 0% above and not less than 10% below the engineer's estimates, with market related rates and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

14. Performance Security

A Performance Security in the form of a Bank Guarantee representing 10% of the final contract price shall be. **Not Applicable**

15. Notification of Award and Debriefing

The Public Entity shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award on its website within 7 days. Furthermore, the Public Entity shall attend

to all requests for debriefing made in writing within seven days of the unsuccessful bidders being informed of the award.

ANNEXURE 2

LOCAL SOURCING DECLARATION (Section 73 of Act)

(Section 73 of Act)	
Regulation 37(5) and 56(2)	
Date:	
Bid No:	•
To:	
[insert complete name of Public Entity]	
I/ We* understand that in terms of section 45 of the Act a public entity r document the requirement for a local sourcing declaration by the bidder I/ We* accept that under section 45 of the Act, I/ we* may be suspended of-	·S.
a) If found that the goods, works and services are found to be not and is not supplied by the suppliers based and operating from goods are required.	t meeting the local content Kunene region, where the
 b) I/ we* understand this local sourcing declaration ceases to be va successful Bidder 	lid if I am/ We are* not the
Signed: [insert complete name of person whose name and capacity are shown capacity of persons(s) signing the local sourcing declaration]] Capacity of: [indicate legal
Name:	
Duly authorized to sign the bid for and on behalf of: [insert complete na	ame of Bidder]
Dated on day of	[insert date of signing]
Corporate Seal (where appropriate) [Note*: In case of joint venture, the local sourcing declaration must be the joint venture that submits the bid.]*delete if not applicable appropriate.	in the name of all partners to ate
For office use only	

A. Evaluation Criteria (for office use only)

	Max Marks
Implement the empowerment and industrialization policies of Government	100
Local bidder	30
Women	20
Youth (age 18 – 35)	50
То	tal

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

[Complete this form with all the requested details and submit it as the first page of your quotation with the Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. If your quotation is not authorised, it will be rejected

Quotation addressed to:	
Procurement Reference Number:	
Subject matter of Procurement:	

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

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

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

We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription shall be construed as a Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the BSD. The validity period of our Quotation is ______ days from the date of the bid submission deadline.

We confirm that the prices quoted in the Priced Activity Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior** to the expiry date of the quotation validity.

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

Works will be completed within 60 days from date of issue of Purchase Order/Letter of acceptance.

We declare that we "qualify/do not qualify" for Margin of Preference applicable to Small and Medium enterprises and shall upon request submit documentary evidence in this respect. [Bidder to strike out as appropriate]

Ouotation Authorised by:

Name of Bidd	ler		Com	pany's A	ddress and seal
Contact Perso	on				
Name of Pers	on Authorising the (uotation:	Posi	tion:	Signature:
Date		Phone No./			
		E-mail			

BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(5) and 56(2))

Date:	
Procu	rement Ref No.:
To:	
[inser	t complete name of Public entity and address]
,	understand that in terms of section 45 of the Act a public entity must include in dding document the requirement for a declaration as an alternative form of bidity.
,	accept that under section 45 of the Act, I/we^* may be suspended or disqualified in tent 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 bidder; or
(d)	failure to provide security for the performance of the procurement contract if required to do so by the bidding document.
	understand this bid securing declaration ceases to be valid if I am/We are* not the saful Bidder
Signed [insert	l: signature of person whose name and capacity are shown]
Capac [indica	ity of: te legal capacity of person(s) signing the Bid Securing Declaration
Name: inser	t complete name of person signing the Bid Securing Declaration
Duly a	authorized to sign the bid for and on behalf of: [insert complete name of Bidder]
Dated	onday of[insert date of signing]
[Note* partne	orate Seal (where appropriate) T: In case of a joint venture, the bid securing declaration must be in the name of allers to the joint venture that submits the bid.] The 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, 2015 and section 50(2) (D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name:
Registration Number:
Vat Number:
Industry/Sector:
Place of Business:
Physical Address:
Tell No.:
Fax No.:
Email Address:
Postal Address:
Full name of Owner/Accounting Officer:
Email Address:

2. PROCUREMENT DETAILS

Procurement Reference No:
Procurement Description:
anticipated Contract Duration:
ocation where work will be done, good/services will be delivered:
3. UNDERTAKING
[insert full name], owner/representative
f [insert full name of company]
dereby undertake in writing that my company will at all relevant times comply ully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.
am fully aware that failure to abide to such shall lead to the action as stipulated in ection 138 of the labour Act, 2007, which include but not limited to the cancellation f the contract/licence/grant/permit or concession.
ignature:
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.

SECTION III: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Minor Renovation at Teachers Resource Centre & Circuit office at Opuwo – Lot 2 in accordance with the specification provided under Section IV as per bill of quantities

Works shall be performed in accordance with the bills of quantities

PRICED ACTIVITY SCHEDULE

Procurement Reference Number:

W/RFQ/KRC-DOEAC-06/2024

[Complete the unit and total prices for each item listed below in Namibian Dollars. Authorize the prices quoted in the signature block below. The table shown hereunder may be redesigned and customized as per the type of services required].

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number:

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A×	B×	C×	D×	E	F
DEN	MOLITIONS AND ALTERATION	IS		71	
	ing up and removing vinyl floor co				
prep	are surface under to receive new f			ng all old adh	esives,etc
1.	Vinyl tile, sheet vinyl or similar floor covering	20.00	m ²		
Taki	ing out and removing sanitary fitti	ngs and ap	pliances ir	icluding taps a	nd traps,
	iding disconnecting piping from fit				
	waste pipes as necessary				
2.	Electric geyser of differing sizes from inside roof space including	1.00	No		
	geyser tray				
Brea	king out for and forming openings	s through l	orick walls	for new door	frames and
wind	lows including making good plaste	r on both	sides and i	nto reveals wit	h concrete
thres	shold with steel trowelled finish an	d building	in frames	(new lintols, d	oor frames
and v	windows and making good paintw	ork elsewh	ere)	100	
3.	Form opening through one brick	1.00	No		
	wall for pressed steel door frame				
	not exceeding 2.5m ² and make				
	good plaster around both sides.				
Seali					

4.	Replace damaged or missing	2.00	m^2		
	ceiling board or panel with new				
	12mm softboard ceiling board in				
	repairs in isolated areas fixed to				
	underside of existing brandering,				
	including 8x50mm wrot meranti				
	cover strips over joints between				
	sheets.				
Floor	coverings				
5.		20.00	m ²		
J.	Replace damaged or missing tiles	20.00	1111		
	in repairs in isolated areas with				
	new 300x300x2mm fully flexible				
	vinyl tiles fixed with adhesive				
-	including preparation.	1 4			
	forcing of brick walls where requi	red to reco	eive plaste	r	
	dishes, toilet roll holders, etc	т		T	
6.	Replace missing or damaged	2.00	No		
	toilet roll holder with new glazed				
	semi-recessed toilet roll holder				
	size 150x150mm				
152x	152x5mm Thick white glazed cera	mic wall t	iles fixed v	vith adhesive to	o plaster
(elsev	where measured) and flush pointe	d with no	approved o	cement based g	rout.
7.	Hack off tiling in small isolated	1.20	m ²		
	patches and re-tile with new tiles				
	to match existing				
REP	AIRS TO PLUMBING AND DRA	INAGE II	NSTALLA	TIONS	
Repl	ace to w.c. suites and flushing valv	/es			
8.	Replace missing or damaged	4.00	No		
	cistern with new duranite				
Į	complete with lid, flushing			l.	
	mechanism and fitments.				
Clear	ning of d=sewage pipes by rodding	or shooti	ng open bl	ocked pipe not	exceeding
	ım diameter with access from rode				0
	Clean blocked pipes exceeding	17.00	m		
	10m and not exceeding 20m				
	long.				
PAIN	TWORK			1	
	n down and prepare and one coat	eggshell ei	namel nain	nt .	
11.	On internal smooth plastered	120.00	m ²		
11.	walls and columns	120.00	111		
12.	Extra for additional one coat of	120	m^2		
12.	paint	120	111		
Clear	1	ovtoviov		I .	
Clear	down and prepare and one coat	exterior			
10	0 11 1 1	10.00	2		
13.	On ceilings, including cornices	19.00	m^2		
	and cover strips	10.00	7		
14.	Extra for additional one coat of	19.00	m^2		
	paint				
	n down and prepare and one coat	1			
15.	On door frames	12.00	m ²		
Clear	down and prepare and one coat	gloss enan	nel paint		

16.	On panelled and moulded doors	14.00	No		
ROC	OF CONSTRUCTION				
(a)Bi	tcoin Industries@ fire doors with	commerc	ial veneer o	or other equal	and approved
	t Meranti				- 11
17.	44mm Framed, Ledged, braced and battened door size 813x2032mm high formed of 44x108mm stiles and top rail, 22x108mm diagonal braces and filled in with 22mm tongued,	1.00	No		
	grooved and v-joined vertical boarding in narrow matched widths.				
FLO	OOR COVERINGS				
	NMONGERY				
	tice locks				
18.	Four Lever upright mortice claw bolt sliding door with stainless steel forend	5.00	No		
19.	Bathroom / WC upright mortice lock with stainless steel forend.	2.00	No		
Stan	dard steel epoxy powder coated ki	itchen cup	boards un	its	
20.	Floor cabinet type FC900 size 900x533x865mm high	1.00	No		
WAI	LL TILING				
PLU	MBING AND DRAINAGE				
Whi	te virreous china or glazed fireclay	V			
21.	Basin size 510x405mm with two tapholes bolted to walls	2.00	No		
22.	Low level w.c. suite comprising wash down pan, matching 9 litre low level cister with lid and fitments, flush pipe and heavy duty double flap and seat fixed to wall and floor.	2.00	No		
Chro	omium plated brass				
23.	40mm Bottle trap including tailpipe and wall flange	2.00	No		
24.	40mm Shower trap with chromium plated grating	3.00	No		
Gate	valves, strainers, etc	To the second se			
25.	15mm Brass fullway gate valve	1.00	No		
Vacu	um breakers, relief valves, etc	100		-!	·ti
26.	20mm Vacuum breaker	2.00	No		
27.	20mm 'Masterflo' 400KPa pressure reducing valve with strainer and intergral non-return valve	2.00	No		
Chro	ome plated brass taps and sundries	S			
28.	15mm Angle regulating valve with stainless steel braided	14.00	No		

	connector pipe 315mm girth with				
	chromium plated connections				
	both ends bent as required.				
29.	29. 15mm Hose bib tap with hose		No		
	union			-	
30. 15mm Square pattern pillar tap		10.00	No		
	with aerator				
31.	15mm Underwall pattern sto tap	4.00	No		
	with cover plate				
32.	15mm Underwall type sink mixer	1.00	No		
	with overarm swivel outlet				
33.	15mm Shower rose 85mm	4.00	No		
	diameter				
34.	15mm Shower arm with cover	4.00	No		
	plate				
Hot v	water geyser to 600Kpa				
35.	150Litre Geyser for horizontal or	1.00	No		
	vertical installation				
The	solar water geysers and panels mu	st be inst	alled by the	e specialist sup	plier of the
	er and panels		•		•
Class	- 12 HDDE T 13/	-1	11 -4	: - !	4 1
	s 12 HDPE Type IV water pipes in nd in trenches not less than 600mi	_			
	nd in trenches not less than obomi	n aeep, n	iciuumg ex	cavations, Daci	Killing,etc
36.	32mm Pipes laid in ground in	30.00	m		
	trenches				
	drawn thin walled class 0 Coppe	r pipes to	SABS 460	including all st	traight joints
	drawn thin walled class 0 Copperconnectors.		SABS 460	including all st	traight joints
37.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into	r pipes to	SABS 460	including all st	traight joints
37.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls	8.00	m		
37.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls prized mild steel medium grade p	8.00	m		
37.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls	8.00	m		
37.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls prized mild steel medium grade p	8.00	m ding all str		
37. Gelv. 38.	drawn thin walled class 0 Copperconnectors. 15mm Pipe fixed or chased into walls anised mild steel medium grade pi 25mm Pipe fixed or chased into	8.00 pos inch: 6.00	m ding all str m		
37. Gelv. 38.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls chised mild steel medium grade pi 25mm Pipe fixed or chased into walls	8.00 pos inch: 6.00	m ding all str m		
37. Galv. 38.	drawn thin walled class 0 Coppersonnectors. 15mm Pipe fixed or chased into walls chised mild steel medium grade pi 25mm Pipe fixed or chased into walls a over galvanised steel pipes for st	8.00 pos inclu 6.00 cel fitting	m ding all str m		
37. Galv. 38.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls 25mm Pipe fixed medium grade pi 25mm Pipe fixed or chased into walls a over galvanised steel pipes for st 25mm Fittings (elbows, teees,	8.00 pos inclu 6.00 cel fitting	m ding all str m		
37. Galv. 38.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls 25mm Pipe fixed or chased into walls a over galvanised steel pipes for st 25mm Fittings (elbows, teees, reducing tees, adaptor couplings,	8.00 pos inclu 6.00 cel fitting	m ding all str m s		
37. Galv. 38.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls 25mm Pipe fixed or chased into walls a over galvanised steel pipes for st 25mm Fittings (elbows, teees, reducing tees, adaptor couplings,	8.00 pos inclu 6.00 cel fitting	m ding all str m s No	aight jointe an	
37. Galv. 38.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls 25mm Pipe fixed or chased into walls a over galvanised steel pipes for st 25mm Fittings (elbows, teees, reducing tees, adaptor couplings,	8.00 pos inclu 6.00 cel fitting	m ding all str m s	aight jointe an	
37. Galv. 38.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls 25mm Pipe fixed or chased into walls a over galvanised steel pipes for st 25mm Fittings (elbows, teees, reducing tees, adaptor couplings,	8.00 pos inclu 6.00 cel fitting	m ding all str m s No Subtotal Prelimin	aight joints an	
37. Galv. 38.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls 25mm Pipe fixed or chased into walls a over galvanised steel pipes for st 25mm Fittings (elbows, teees, reducing tees, adaptor couplings, etc)	8.00 ipos inclu 6.00 eel fitting 6.00	m ding all str m s No Subtotal Prelimin Continge	aight joints and ary 8% ency 10%	
37. Galv. 38.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls 25mm Pipe fixed or chased into walls a over galvanised steel pipes for st 25mm Fittings (elbows, teees, reducing tees, adaptor couplings,	8.00 ipos inclu 6.00 eel fitting 6.00	m ding all str m s No Subtotal Prelimin Continge VAT @	aight joints an	
37. Galv. 38.	drawn thin walled class 0 Copper connectors. 15mm Pipe fixed or chased into walls 25mm Pipe fixed or chased into walls a over galvanised steel pipes for st 25mm Fittings (elbows, teees, reducing tees, adaptor couplings, etc)	8.00 ipos inclu 6.00 eel fitting 6.00	m ding all str m s No Subtotal Prelimin Continge	aight joints and ary 8% ency 10%	

Priced Activity Schedule Authorised By:

Name:	Signature:
Position:	Date:

^{*} Columns A to D to be completed as applicable by Public Entity

Authorised for and on behalf of:	Company

.

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number:

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. **G/RFQ-WCC**) (available at public entities physical address/website: Insert Public Entity address/website) except where modified by the Special Conditions below.

SECTION VII: CONTRACT AGREEMENT

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

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference	Number:	

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract. [This section is to be customised by the Public Entity to suit the requirements of the specific procurement].

GCC Clause Reference	Special Conditions
Project Manager GCC 1.1(y)	The Project Manager is: Kunene Regional Council: Directorate of Education, Arts and Culture
Site GCC 1.1(aa)	Opuwo / Epupa Circuit
Start Date GCC 1.1(dd)	The Start Date shall be: 7 days after issuing of Purchase Order.
The Works GCC 1.1(h)	Minor Renovation at Teachers Resource Centre & Circuit office at Opuwo –Lot 2
Language and Law GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Namibia.

GCC Clause Reference	Special Conditions
Project Manager's Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Notices GCC 6	Any notice shall be sent to the following addresses: For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be: Kunene Regional Council Procurement Management Unit Mbumbijazo Muharukua Street P/Bag 502, Opuwo 065-273 950 Email: pmu.kunenerc@gmail.com For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be
Insurance GCC 13.1	 Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be: (a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc) (b) for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer. (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well). (d) for personal injury or death:

GCC Clause Reference	Special Conditions		
	(i) of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].		
	(ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].		
	(e) for loss or damage to materials on-site and fo which payment have been included in the Interin Payment Certificate, where applicable.		
	The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.		
Intended Completion Date GCC 16.1	The Intended Completion Date for the whole of the Works shall be: 60 days from date of site handover.		
Possession of the Site GCC 20.1	The Site Possession Date shall be: 7 days after issuing of Purchase Order No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.		
Procedure for Disputes GCC 24			
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 7 working days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.		
GCC 25.3	Program updates shall be required.		
Defects Liability Period GCC 33.1	The Defects Liability Period is: 365 days after final inspection and handover.		

GCC Clause Reference	Special Conditions
Payment Certificates GCC 39.7	"Multiple statement of the estimated value of the work executed shall be submitted on completion of the Works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor".
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (1)	Weather condition under which normal project work cannot be executed.
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	10% of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are 4% per week. The maximum amount of liquidated damages for the whole of the Works is amount based on a maximum number of weeks 10% maximum of contract price.
Advance Payment GCC 48.1	No advance payment shall be made
Performance Security GCC 49.1	(i) A Performance Security in the form of a Bank Guarantee representing 10% of the final contract price shall NOT be required.
GCC 56.1	Operating and maintenance manuals should be supplied to the employer by the contractor not later than: Provided during hand over.
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is: 10% of the contracted amount

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SCHEDULE 3: QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.:

Description	Attached	Not Attached
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Declaration Security		
Valid certified Company registration Certificate		
Reference letter from Kunene Regional Constituency Councillor		
Valid certified Affirmative Action Compliance		
Certificate		
Valid certified Good Standing Certificate from Social		
Security		
Valid certified Good Standing Certificate from		
Ministry of Finance		
Valid certified SME Certificate		
Confirmation of Bank Account Letter from a		
Commercial Bank		
Two Purchase orders or completion certificate of completed works with the same complexity.		
Qualification of a Plumber, Brick Layer from		
reputable Education Institution accredited by NQA		
Qualification of Electrician from a reputable		
Education Institution accredited by NQA with wiring		
licence.		

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.