



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



Request for Quotations For Works

Renovations of Offices

Major Renovation at Kunene Education Regional Office

Procurement Reference No: W/RFQ/KRC: DoEAC-04/2024

Kunene Regional Council
P/Bag 502
Opuwo
Namibia

TEL: 065 273950
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\$ _____



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



Letter of Invitation

To: _____

Procurement Reference Number: W/RFQ/KRC: DoEAC-04/2024

Dear Sirs,

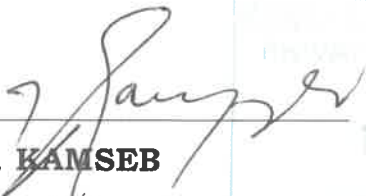
Request for Quotations for Major Renovation at Kunene Education Regional Office – Lot 1 for the Directorate of Education, Arts and Culture: Kunene Regional Council

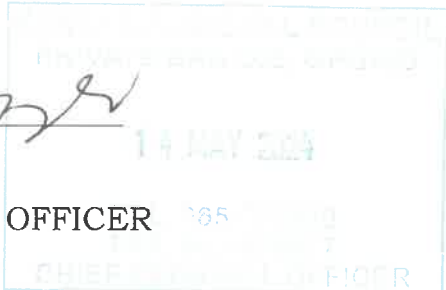
Bidders are invited resulting contract shall be subject to the terms and conditions referred to in the document.

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,


G.P. KAMSEB
CHIEF REGIONAL OFFICER



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)

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 must include in the bidding document the requirement for a local sourcing declaration by the bidders.

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

- a) If found that the goods, works and services are found to be not meeting the local content and is not supplied by the suppliers based and operating from Kunene region, where the goods are required.
- b) I/ we* understand this local sourcing declaration ceases to be valid if I am/ We are* not the successful Bidder

Signed:.....

[insert complete name of person whose name and capacity are shown] Capacity of: [indicate legal capacity of persons(s) signing the local sourcing declaration]

Name:.....

[insert complete name of person signing the local sourcing 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 joint venture, the local sourcing declaration must be in the name of all partners to the joint venture that submits the bid.]*delete if not applicable appropriate

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
Total	

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]*

Quotation Authorised by:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./ E-mail	

BID SECURING DECLARATION
(Section 45 of Act)
(Regulation 37(5) and 56(2))

Date: _____

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 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, 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: _____

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 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 as stipulated in section 138 of the labour Act, 2007, which include 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.*

SECTION III: STATEMENT OF REQUIREMENTS

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Major Renovation at Kunene Education Regional Office – Lot 1 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-04/2024**

[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
DEMOLITIONS AND ALTERATIONS					
1. Prices for the demolition of brick walls must allow for the demolition and removal of small isolated beams and lintols occurring therein over openings.					
2. The area of brickwork to be demolished excludes the areas of opening in walls.					
3. Prices for the demolition of brick or concrete walls, concrete surface beds, columns, slabs and the like must allow and include for the demolition of plastered or screeded surfaces and other finishes related thereto as NO separate measurement or payment will be made in this regard.					
4. Prices for the demolition of concrete must allow for the cutting up and removal of any steel reinforced in the concrete.					
5. The Contractor must ensure the stability of adjoining walls and structures during the demolition of any concrete and / or brickwork and must provide and install any necessary propping that may be necessary to ensure such stability and prices must allow herefore.					
Breaking up or breaking down and removing concrete					
1.	Concrete surface beds, aprons, pavings, etc approximately 75mm thick	50.00	m ²		
Taking down and removing roofs,etc					

2.	Fibre cement or metal roof sheeting including metal or timber purlins, flashings, ridges, etc (measured on flat to affected roof area on slope)	211.00	m ²		
	Gutters and downpipes	40.00	m		
Taking down and removing ceilings, etc					
3.	Suspended ceilings in isolated panels, including all hangers, tees, cornices, etc	44.00	m ²		
Taking out and removing sundry ironmongery items, etc					
4.	Door locks, handles, hinges, door number plates, kicking plates, flush bolts, barrel bolts and the like	10.00	No		
Taking out and removing joinery fittings and the like					
5.	Kitchen cupboard units and counters with cupboards under not exceeding 900mm high	1.36	m		
Taking out and removing taps and mixers					
6.	Pillar tap, bib tap or angle valve	8.00	No		
Taking out and removing sanitary fittings and appliances, including taps and traps, including disconnecting piping from fittings and cutting back and sealing off all water and waste pipes as necessary.					
7.	Stainless steel or earthenware w.c. suite, drip sink or slop hopper with cistern and flush pipe	2.00	No		
8.	Stainless steel single or double bowl sink and drainer unit	2.00	No		
9.	Shower set comprising shower rose and underwall stop cocks	1.00	No		
10.	Electric geyser of differing sizes from wall	1.00	No		
Taking out and removing pipework, inclusive of valves, etc					
11.	Water supply and sewage pipes of different diameters and pipe types in ground, including excavating, backfilling, etc	8.00	m		
Sealing of existing roofs and flashings					
Galvanised sheet iron fascias					
12.	Replace short length of damaged or missing fascia or bargeboard with new 0.8mm galvanised sheet iron fascia or bargeboard 225mm wide.	27.00	m		
Gypsum plasterboard ceilings					
13.	Replace damaged or missing ceiling board or panel with new	44.00	m ²		

	9.5mm gypsum rhinoboard ceiling board in repairs in isolated areas fixed to underside of existing brandering, including neat joint of new to existing and including 8x50mm wrot meranti cover strips over joints between sheets				
Sundries					
14.	Replace damaged or missing striker plate in steel or timber door frame	4.00	No		
Reinforcing of brick walls where required to receive plaster					
Soap, dishes, toilet roll holders, etc.					
15.	Replace missing or damaged toilet roll holder with new glazed semi-recessed toilet roll holder size 150x150mm	2.00	No		
16.	Replace missing or damaged toilet roll holder with new glazed semi-recessed toilet roll holder size 150x150mm	2.00	No		
17.	Replace missing or damaged soap dish with new white glazed semi recessed single soap dish size 150x150mm	3.00	No		
Take delivery of, transport to the site, protect and lay ceramic tiles fixed with and including adhesive to existing plastered surface or screeded surfaces (elsewhere measured) and flush pointed with an approved tinted waterproof jointing compound on (cost of ceramic tiles elsewhere)					
18.	Replace missing or damaged ceramic wall tiles with new in small isolated patches in repair	5.00	m ²		
19.	Replace missing or damaged ceramic floor tiles with new tiles in small isolated patches in repairs.	1.00	m ²		
REPAIRS TO PLUMBING AND DRAINAGE INSTALLATIONS					
Clean out blockage in manholes, catch pits, etc					
20.	Clean out blocked manhole or catch pit not exceeding 1m deep	1.00	No		
PAINTWORK					
Clean down and prepare and one coat Acrylic PVA paint					
21.	On external smooth plastered walls	197.00	m ²		
22.	Extra for additional one coat of paint	197.00	m ²		
Clean down and prepare and one coat eggshell enamel paint					
23.	On internal smooth plastered walls and columns	187.00	m ²		
24.	Extra for additional one coat of paint	187.00	m ²		

Clean down and prepare and one coat exterior					
25.	On ceilings, including cornices and cover strips	101.00	m ²		
26.	Extra for additional one coat of paint	101.00	m ²		
DAMP-PROOFING OF WALLS AND FLOORS					
ROOF COVERINGS					
0.58MM 'IBR' profile full hard galvanised (z275spelter) steel troughed roofing with 0.8mm galvanised sheet steel accessories fixed in strict accordance with the manufacturer's instructions.					
27.	Roof sheeting in single length sheets	209.00	m ²		
28.	Ridge capping	26.00	m		
29.	Standard narrow and broad flute closers at valleys or hips	41.00	m		
ROOF CONSTRUCTION					
Sawn Softwood Grade 4 with nailed or bolted connections					
30.	50x76mm Purlins	140.00	m		
FLOOR COVERINGS					
1.25mm Fully flexible vinyl sheeting with welded joints fixed with and adhesive recommended by and laid in strict accordance with the manufacturer's instructions.					
SKIRTINGS, NOSINGS, HANDRAILS, ETC					
31.	Vinyl coved fillet size 14x35mm	6.00	m		
IRONMONGERY					
Mortice locks					
32.	Four lever upright mortice claw bolt sliding door lock with stainless steel forend	10.00	No		
Approved 25mm mini venetian blinds in approved colours with soffit or face fixing complete with all controls					
33.	Venetian blinds to suit window size 530x950mm high	2.00	No		
34.	Venetian blinds to suit window size 1020x1540mm high	1.00	No		
35.	Venetian blinds to suit window size 1510x1245mm high	3.00	No		
36.	Venetian blinds to suit window size 2000x1540mm high	1.00	No		
Standard steel epoxy powder coated kitchen cupboards units					
37.	Sink cabinet type SC900 size 900x533x865mm high	1.00	m		
METALWORK					
Standard manually operated roll-up garage door complete with lock, handles, guides, hinges fixing bolts, tracks etc., fixed to brickwork or concrete					
38.	Galvanised steel roll-up garage door to suit opening size 2500x2100mm high	1.00	No		
WALL TILING					
PLUMBING AND DRAINAGE					
0.8mm Galvanised sheet iron in					

39.	100mm Half round eaves gutter fixed to edge of roof sheeting and purlin with standard brackets	40.00	m		
40.	100x75mm Rainwater down pipe fixed to walls with standard brackets	27.00	m		
41.	Extra over down pipe for swan neck 305mm projection	10.00	No		
Stainless steel					
42.	Double compartment wall hung wash trough size 1030x430x300mm deep and fixed to walls with and including standard brackets	1.00	No		
Polyethylene, duranite, etc					
43.	Polyethylene water saving wc suite complete with wash down pan, low level 9 litre duranite cistern, flush pipe, flushing mechanism and double flap heavy duty plastic seat.	2.00	No		
Gate valves, strainers, etc					
44.	20mm Brass fullway ballcock with handle	1.00	No		
Brass tape					
45.	20mm Hose bib tap with hose union	2.00	No		
Chrome plated brass taps and sundries					
46.	15mm Angle regulating valve with 10mm chromium plated copper service pipe 300mm girth bent as required	2.00	No		
47.	15mm Hose bib tap with hose union	5.00	No		
48.	15mm Raised nose pillar tap	2.00	No		
49.	15mm Underwall pattern sto tap with cover plate	1.00	No		
50.	15mm Shower rose 85mm diameter	1.00	No		
51.	15mm Shower arm with cover plate	1.00	No		
Hot water geyser to 600Kpa					
52.	200 Litre Geyser for horizontal or vertical installation	1.00	No		
The solar water geysers and panels must be installed by the specialist supplier of the geysers and panels					
Class 12 HDPE type IV water pipes including all straight joints and connectors laid in ground in trenches not less than 600mm deep, including excavations, backfilling, etc					
53.	25mm Pipes laid in ground in trenches	8.00	m		
Extra over HDPE pipes for the following compression fittings					

54.	25mm Fittings	4.00	No		
Hard drawn thin walled class 0 Copper pipes to SABS 460 including all straight joints and connectors					
55.	15mm Pipe fixed or chased into walls	3.00	m		
56.	22mm Pipe fixed or chased into walls	2.00	m		
Extra over 0 copper pipes for brass capillary fittings					
57.	15mm Fittings (elbows, tees, reducing tees, adaptor couplings, etc)	6.00	No		
58.	22mm Fittings (elbows, tees, reducing tees, adaptor couplings, etc)	8.00	No		
Galvanised mild steel medium grade pipes including all straight joints and connectors					
59.	20mm Pipe fixed or chased into walls	2.00	m		
Extra over galvanised steel pipes for steel fittings					
60.	20mm Fittings (elbows, tees, reducing tees, adaptor couplings, etc)	4.00	No		
Extra over PEX /A1 / Pex pipes for press-type with crimping brass fittings					
FIRE APPLIANCES					
61.	9Kg Carbon dioxide fire extinguisher fixed to and including 22x300x400mm hardwood backing board chamfered all round and plugged to walls, including painting with one coat primer, one coat undercoat and two gloss enamel paint.	1.00	No		
GLAZING TO STEEL WITH PUTTY					
PAINTWORK					
One coat oil based stain and two coats clear matt polyurethane varnish					
62.	On skirtings, frames, rails, etc not exceeding 300mm girth	50.00	m		
				Subtotal	
				Preliminary 8%	
				Contingency 10%	
				VAT @ 15 %	
				Total	

Enter 0% VAT rate if VAT exempt.

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

Priced Activity Schedule Authorised By:

Name:		Signature:	
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Position:		Date:	
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)	Khorixas 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)	Major Renovation at Kunene Education Regional Office
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 for which payment have been included in the Interim 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
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within 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 (l)	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

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.

