



Request for Quotations For Works

Construction of the 2 incomplete Build Together Houses at Okanguati Settlement

Construction of the Two Incomplete Build Together Houses In Okanguati Settlement

Procurement Reference No: W/RFQ/KRC-04/2020

Kunene Regional Council P/Bag 502 Opuwo

Tel: +264-65-273950 Fax: +264-65-273077

E-mail: procurement@kunenerc.gov.na

05 February 2020





Letter of Invitation

To:			

W/RFQ/KRC-04/2020

05 February 2020

Dear Sir/Madam,

Request for Quotations for the construction of two Incomplete Build Together Houses in Okanguati settlement

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

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

Queries, if any, should be addressed to Saara Nampala the Procurement Management Unit Kunene regional council email:pmu@kunenerc.gov.na.

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,

K.M Sinvula

Acting Chief Regional Officer

REGIONAL COUNTY PRIVATE BAG 502 OPUWO

PRIVATE BAG 502 OPUWO

PRIVATE BAG 502 OPUWO

PRIVATE BAG 502 OPUWO

PRIVATE BAG 502

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Kunene Regional Council reserves the right:

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

2. Preparation of Quotations

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

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (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 120 days from the date of bid submission deadline.

4. Eligibility Criteria

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

- (a) have a valid/certified copy(NAMPOL) of company Registration Certificate;
- (b) have an original valid/certified copy(NAMPOL) of good Standing Tax Certificate from the Ministry of Industrialisation, Trade and SME Development;
- (c) have an original valid/certified copy(NAMPOL) of good Standing Social Security Certificate;
- (d) 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;
- (e) have a certificate/certified copy(NAMPOL) indicating SME Status (for Bids reserved for SMEs);
- (f) Attach bank confirmation from a banking institution registered within Namibia.

- (g) Submit signed Bid-securing Declaration.
- (h) Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so
- (i) Bidder Certification of Compliance Form information about major relevant contracts successfully completed in the course of the past three years; with three reference letters
- (j) 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 subclause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof;

5. Bid Securing Declaration

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

Works Completion Period

The completion period for works shall be 90 days after acceptance and issue of Purchase Order. Deviation in completion period shall be considered if such deviation is reasonable.

6. Sealing and Marking of Quotations

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

7. Submission of Quotations

Quotations should be deposited in the Bid Box located at Kunene Regional Council Mbumbiazo Muharukua Street, P/Bag 502, and Opuwo not later than 24 February 2020 at 11:00AM. Quotations by post or hand delivered should reach Kunene Regional Council Mbumbiazo Muharukua Street, P/Bag 502, and Opuwo by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

8. Opening of Quotations

Quotations will be opened publicly by the Public Kunene Regional Council at 11:30AM. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of the bidder will be posted on the notice board of the Kunene Regional Council and available to any bidder on request within three working days of the opening.

9. 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 technical and administrative compliance, obligatory documents and lowest price.

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 and taxes. 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

'N/A

13. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the works shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order and Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

14. Performance Security

The successful bidder shall upon acceptance of its offer must submit a Performance Security as per the format contained in the Schedule for an amount of 10 % of the contract price.

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 7 days of the unsuccessful bidders being informed of the award.

16. Administrative compliance

Bidder's should submit a dully completed bidding document with all pages initialled and singed were required expect for non-amended administrative literature

17. Authority of person signing the bid

Bidders should submit a letter giving authority to the person signing and initialling the bid.

5

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

If your quotation is not authorised, it will be rejected

Quotation addressed to:	Kunene Regional Council
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 could lead disqualification on the grounds mentioned in the BDS

The validity period of our Quotation is 120 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 90 days from date of issue of Purchase Order/ Letter of acceptance.

Quotation Authorised by:

Name of Bidder			Company's	s Address and seal
Contact Person				
Name of Person	Authorising the Quotati	on:	Position:	Signature:
Date		Phone N	lo./E-mail	

BID SECURING DECLARATION (Section 45 of Act)

(Regulation 37(1) (b) and 37(5))

Date:
Procurement Ref No.: W/RFQ/KRC-04/2020
To: Kunene Regional Council Mbumbiazo Muharukua Street, P/Bag 502, Opuwo
I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.
I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of
(a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or
(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.
I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder
Signed:
[insert signature of person whose name and capacity are shown]
Capacity of: [indicate legal capacity of person(s) signing the Bid Securing Declaration]
Name:
[insert complete name of person signing the Bid Securing Declaration]
Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]
Dated on day of
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

7



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:

PROCUREMENT DETAILS 2.

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 Conditi Collective Agreements as applicable.	ons of
I am fully aware that failure to abide to such shall lead to the action as stipula section 138 of the labour Act, 2007, which include but not limited to the cancel of the contract/licence/grant/permit or concession.	ited in llation
Signature:	
Date:	
Seal:	

A labour inspector may conduct unannounced inspections to assess the level of compliance
 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

В.

Erection of shaded parking's at the Kunene Regional Council as required specified in the priced activity sheet and subject to the standards in the specification and technical compliance sheet

B. DRAWINGS

No drawings bidders may contact own site visit

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: W/RFQ/KRC-04/2020 for House No 245 Okanguati

Item	Brief Description of Works	Quantity	Unit of	Unit Price	Total Price	
No			Measure	(N\$)	(N\$)	
A*	B*	C*	D*	E	F	
 Demolitions and Alterations Prices for the demolition of brick walls must allow for the demolition and removal of small isolated beams and lintols occurring therin over openings. The area of brickwork to be demolished excludes the areas of opening in w Prices for the demolition of brick walls, concrete surface beds, columns, slat and the like must allow and include for demoition of plastered or screeded surfaces and other finishes related thereto as NO separate measurement or payment will be made in this regard. Prices for the demolition of concrete must allow for the cutting up and remotion of any steel reinforced in the concrete. The contactor must ensure the stability of adjoining walls and structures due the demolition of any concrete and/ or brickwork and must provide and instany necessary propping that may be necessary to ensure such stability and prices must allow herefore. 						
	Taking dov	wii and rei	noving 100	15, 610		
2	Malthoid roofing felt and prepare timber surface under to receive new, including turnups, flashings, etc (measured flat to roof area on slope)	51.00	m ²			
	General Rej Repairs and	Sundries	xisting wo to Brickwo	rk ork		
3	Neatly cut out and remove damaged or cracked section of half brick wall, clean and prepare and rebuildremoved section in 7MPa cement bricks in class 11 mortar, including cutting toothings and bonding	2.00	m ²			
	Repairs To Iron Repairs to Ste					
4	Replace missing or damaged peg stay to steel or timber window with new solid brass or chromium plated peg stay 228mm long	8	No	UNS		
5	Replace missing or damaged handles to side hung sashes of steel or timber window with new solid brass or chromium plated spring loaded fanlight catches	5	No			

	R	oof Cover	ings		
6	0.5mm Galvanised corrugated iron(z275 spelter) roof sheeting with 0.6mm galvanised sheet steel accessories fixed in strict accordance with the manufacturer's instructions(roof sheeting)	51.00	m ²		
7	0.58mm"IBR' profile full hard galvanised (z275 spelter) steel troughed roofing with 0.8mm galvanised sheet steel accessories fixed in strict accordance with manufacturer's instructions (ridge capping)	9.00	m		
		rpentry V		1	
8	Sawn softwood Grade 4 with nailed or bolted connections, 38*114mm Timber in wall plates, rafters, beams, joists,	60.00	m		
	hangers, runners, etc	Flush Doo	re		
	_				
9	40mm Thick hollow cored flush doors with hardboard covering on both sides and concealed hardwood edge strips(Door size 813 * 2032mm high)	3	No		
10	44mm Solid laminated flush door with hardwood veneer on both sides and concealed edge strips(Door size 813* 2032mm high)	2	No		
	· · · · · · · · · · · · · · · · · · ·	ronmonge	ry		
		Door Lock	KS		
11	Two lever upright mortice lock	Aortice loc 5	No		
11	with stainless steel for end		NO		
	Soap, Dishes,	Tiling Toilet Rol	l Holders.	ETC	
12	Standard white glazed semi recessed toiled roll holder with ashtray size 150*150 mm	1	No		
13	Standard white glazed semi recessed single soap dish size 150 * 150 mm	1	No		

	Puml	bling a	nd Drainage)	
			Fittings		
		Stainle	ss steel		
14	Single end bowl inset sink and drainer unit size 900 * 500mm	1	No		
	White Vitre	ous ch	ina glazed fi	ireclay	
15	Cloakroom basin size 455*	1	No		
	290mm with one taphole bolted to walls				
16	Low level w.c. suite comprising wash down pan, matching 9 litre low level cistern with lid and fitments, flush pipe and heavy duty double flap and seat fixed to wall and floor	1	No		
			ions ETC		
17	32mm basin waste union with		plated brass		
17	vulcanite plug and chromium plated chain and stay	1	No		
		Traps			I
18	40 mm deep seal 'P' or 'S' trap	uPV			
10	40 mm deep sear F or S trap	1	No		
	Chron	nium p	lated brass		
19	40 mm Shower trap with chromium plated grating	1	No		
			es, ETC		
	Chrome plate	d brass	s taps and su	ındries	
20	15mm Angle regulating valve with stainless steel braided connector pipe 315mm girth with chromium plated connectors both ends bent as required	2	No		
21	15 mm Toilet bib tap	1	No		
22	15mm Raised nose pillar tap	1	No		
23	15mm underwall pattern stop tap with cover plate	1	No		
24	15mm Shower rose 85mm diameter	1	No		
25	15 mm Shower arm with cover plate	1	No		
	Water S	upply	Pipes		

	ss 12 HDPE type IV water pipes in ound in trenches not less than 600	_							
26	25 mm Pipes laid in ground in	30	m		8				
	trenches								
Extra over HDPE pipes for the following compression fittings									
27	25 mm Fittings	2	No						
Н	Hard drawn thin walled class 0 copper to SABS 460 including allstraiht joints and connectors								
28	15 mm Pipe fixed or chased into walls	12	m						
	Extra over class 0 cope	er pipes for	r brass cap	illary fittings					
29	15 mm Fittings (elbows, tees , reducing tees, adaptors couplings, etc)	8	No						
	Internal Soil, Upvc soil, waste and vent pipes		_	_	nnectors				
30	40mm Pipe fixed or chased into walls	6	m						
	Extra over	iPVC pipe	s for fittin	gs					
31	40mm Bend	3	No						
32	110mm Access bend with vent horn	1	No						
33	50mm two-way vent valve	1	No						
		Drainage		197					
	Extra over for the following			ınd twin-wall p	pipes				
34	110mm Long radius bend	1	No						
	UPVC Gulleys with gulley	head and	grating en	cased in concr	ete				
35	110mm Gulley P-trap not exceeding 1m deep	1	No						
		Glazing							
		To Steel w							
26		Clear floa							
36	Panes not exceeding 0.1m ²	1	m ²						
	Enter 0% VAT rate if VAT exempt		Subtotal						
	Enter 0 /0 1711 fate it 1711 exempt	·•	VAT @	%					
			Total						

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

Priced Activity Schedule Authorised By:

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

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)			
A*	B*	C*	D*	E	F			
1	 Demolitions and Alterations Prices for the demolition of brick walls must allow for the demolition and removal of small isolated beams and lintols occurring therin over openings The area of brickwork to be demolished excludes the areas of opening in v Prices for the demolition of brick walls, concrete surface beds, columns, sla and the like must allow and include for demoition of plastered or screeded surfaces and other finishes related thereto as NO separate measurement or payment will be made in this regard. Prices for the demolition of concrete must allow for the cutting up and remof any steel reinforced in the concrete. The contactor must ensure the stability of adjoining walls and structures duthe demolition of any concrete and/ or brickwork and must provide and insany necessary propping that may be necessary to ensure such stability and 							
	prices must allow herefore.							
	Taking down and removing roofs, etc							
2	Malthoid roofing felt and prepare timber surface under to receive new, including turnups, flashings, etc (measured flat to roof area on slope)	72.00	m ²					
	General Rep							
- 1	Repairs and			rk				
}	Neatly cut out and remove damaged or cracked section of half brick wall, clean and prepare and rebuildremoved section in 7MPa cement bricks in class 11 mortar, including cutting toothings and bonding	4.00	m ²					
	Repairs To Iron							
	Repairs to Ste	el and Tim	ber Windo					
	Replace missing or damaged peg stay to steel or timber window with new solid brass or chromium plated peg stay	9	No					

	228mm long			
5	Replace missing or damaged handles to side hung sashes of steel or timber window with new solid brass or chromium plated spring loaded fanlight catches	9	No	
		 Earthwor	ks	
	Ordinary E	xcavation	s, Filling,	ETC
	S	oil poison		
6	Soil insecticide under floors, paving, etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	68	m ²	
	Concrete, Form			
	Concrete Work (U			Reinforced)
7		a/19mm c	m ³	
/	Surface beds, aprons, pavings, ramps, etc cast in panels	4	m	
		oof Cover	ings	
	K	oor Cover	ings	
8	0.5mm Galvanised corrugated iron(z275 spelter) roof sheeting with 0.6mm galvanised sheet steel accessories fixed in strict accordance with the manufacturer's instructions(roof sheeting)	72.00	m ²	
9	0.58mm"IBR' profile full hard galvanised (z275 spelter) steel troughed roofing with 0.8mm galvanised sheet steel accessories fixed in strict accordance with manufacturer's instructions (ridge capping)	9.00	m	
		rpentry V		
		of Constru	iction	
10	Sawn softwood Grade 4 with nailed or bolted connections, 38*114mm Timber in wall plates, rafters, beams, joists, hangers, runners, etc	90.00	m	
		Flush Doo	ors	
11	40mm Thick hollow cored flush doors with hardboard covering on both sides and concealed hardwood edge strips(Door size	3	No	

	813 * 2032mm high)					
	013 2032Hill High)					
12	44mm Solid laminated flush door with hardwood veneer on both sides and concealed edge strips(Door size 813* 2032mm high)	r 2	No			
		Ironmo	ngery			
		Door L				
11		Mortice				
11	Two lever upright mortice lock with stainless steel for end	5	No			
		Plaster	0			
		nternal l		.41 1 . 1		
12	One coat compo plaster s	130	m ²	n on brick	work to	
		150	1111			
		Tilin	g			
	Soap, Dishes,	, Toilet F	Roll Holder	s, ETC		
12	Standard white glazed semi recessed toiled roll holder with ashtray size 150*150 mm	1	No			
13	Standard white glazed semi recessed single soap dish size 150 * 150 mm	1	No			
	Pumb	ling and	Drainage			
		nitary F				
14		Stainless				
14	Single end bowl inset sink and drainer unit size 900 * 500mm	1	No			
	White Vitre	ous chine	a glozad fin	poolov		
	vvinte vities	ous china	a giazeu III	eciay		
15	Cloakroom basin size 455* 290mm with one taphole bolted to walls	1	No			
16	Low level w.c. suite comprising wash down pan, matching 9 litre low level cistern with lid and fitments, flush pipe and heavy duty double flap and seat fixed to wall and floor	1	No			
	-	Traps E'				
18	40 mm deep seal 'P' or 'S' trap	1	No			\neg
	Chrom	nium pla	ted brass			
19	40 mm Shower trap with chromium plated grating	1	No			

	Vulcathene				
20	40mm Deepseal 'P' or 'S' trap	1	No		
	Tap Chrome plate	os, Valves, d brass ta		dries	
20	15mm Angle regulating valve with stainless steel braided connector pipe 315mm girth with chromium plated connectors both ends bent as required	2	No		
21	15 mm Toilet bib tap	1	No		
22	15mm Raised nose pillar tap	1	No		
23	15mm underwall pattern stop tap with cover plate	1	No		
24	15mm Shower rose 85mm diameter	1	No		
25	15 mm Shower arm with cover plate	-1	No		
	Water S	Supply Pip	es		
	ss 12 HDPE type IV water pipes in ound in trenches not less than 600				
26	25 mm Pipes laid in ground in trenches	30	m		8/
Н	ard drawn thin walled class 0 cop	per to SAI connector		luding allstrail	nt joints and
28	15 mm Pipe fixed or chased into walls	18	m		
,	Extra over class 0 cope	er pipes for	r brass cap	oillary fittings	
29	15 mm Fittings (elbows, tees , reducing tees, adaptors couplings, etc)	8	No		
Internal Soil, Waste and Vent Piping Upvc soil, waste and vent pipes including all straight joints and connectors					
30	40mm Pipe fixed or chased into walls	12	m	902200 00200 00	
	Extra over	iPVC pipe	s for fittin	gs	
31	40mm Bend	4	No		
32	110mm Access bend with vent horn	1	No		
33	50mm two-way vent valve	1	No		

			Dra	ainage				
	Extra o	over for the following	, fitti	ngs to u	ndergr	ound twin	-wall r	oipes
34	110mm Long radius bend 1				No			
	UPV	C Gulleys with gulley	head	d and g	rating	encased in	concre	ete
35	110mm Gulley P-trap not 1 exceeding 1m deep				No			
				azing				
		Glazing				у		
2.6		4mm	Clea	r float	glass			
36	Panes not ex	ot exceeding 0.1m^2 4		1	\mathbf{n}^2			
	F			S	Subtota	l		
	Enter 0% VAT rate if VAT exempt.			7	VAT @ %			
	Total							
Price	d Activity Sci	hedule Authorised By	y:	-				
Name:				Signa	ture:			
Position:					Date:			
Autho	Authorised for and on behalf of: Company							

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: W/RFQ/KRC-04/2020

[Bidders should complete columns C and D with the specifications and performance of the Works offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specifications required. Attach detailed technical literature if required. Authorise the specifications offered in the signature block below]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A^*	B*	C	D
1	SABS 4427-2		D
2	SABS 776		
3	SABS 62-1		
4	SABS 4427-3		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
5	SABS 62-2		
6	SABS 752		
7	SABS 62-2		
8	SABS 4427-3		

^{*} Columns A and B to be completed by Public Entity.

Specifications and Compliance Sheet Authorised By:

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

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. W/RFQ-GCC) available on the website of the Public Entity (insert website address) except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: W/RFQ/KRC-04/2020

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
Employer	Kunene Regional Council

GCC Clause Reference	Special Conditions
GCC 1.1(r)	
Intended Completion Date GCC	The intended completion date is:31 May 2020
Project Manager GCC 1.1(y)	The Project Manager is: Ministry of Works and Transport: Maintenance department Opuwo
Site GCC 1.1(aa)	The Site is located at Okanguati Settlement
Start Date GCC 1.1(dd)	The Start Date shall be:4 March 2020
The Works GCC 1.1(hh)	The Works consist of: Consruction of incomplete build together houses in Okanguati
Interpretation	The project will be completed in the following sections:
GCC 2.2	Foundation level, Structure level, Roof level, Window level
Interpretation	The following additional documents shall form part of the contract:
GCC2.3	N/A
Language and	The language of the contract is English
Law GCC 3.1	The law that applies to the Contract is the law of Namibia.
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.
Delegation GCC 5.1	The Project Manager may not delegate his/her duties.
Notices	Any notice shall be sent to the following addresses:
GCC 6	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 Mbumbiazo Muharukua Street, P/Bag 502, Opuwo
	For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be

GCC Clause	Special Conditions	
Reference		
Insurance GCC 13.1	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be on the Contractor 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:	
	(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.	
Site Date GCC 14.1	The site Data shall be:	
Possession of the Site GCC 20.1	The Site Possession Date shall be: 4 March 2020	
Procedure for Disputes	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the	

GCC Clause Reference	Special Conditions
GCC 24	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 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.
Payment Certificates GCC 39.7	A single 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 single certification of work by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) a certificate of Completion.
Adverse weather Conditions GCC 41.1 (l)	Weather conditions under which normal works cannot be carried
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	(ii) 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 [insert rate] per day.
GCC 40,1	The maximum amount of liquidated damages for the whole of the Works is [amount based on a maximum number of days].
	[Usually liquidated damages are set between 0.05 per cent and 0.10 per cent per day, and the total amount is not to exceed between 5 per cent and 10 per cent of the Contract Price. Alternatively, the daily rate could reflect the actual prejudice that the procuring entity may claim to suffer as direct cost, where applicable or a nominal value taking into

GCC Clause Reference	Special Conditions
	consideration the size of the building, nature of construction and the incidence due to non-availability of the building as from the intended completion date. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here.]
Bonus GCC 47.1	The rate for the Bonus per calendar day is:
Advance Payment GCC 48.1	(i) 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 be required.*
GCC 56.1	"As built" drawings or operating and maintenance manual <i>are not</i> required.
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: 15%

SCHEDULE 2

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ/KRC-04/2020

Description	Attached	Not Attached
Submit signed Bid-securing Declaration		
Have a certificate/certified copy indicating SME Status (for Bids reserved for SMEs);		
Have a valid company Registration Certificate;		
Have an original valid/certified copy of good Standing Tax		
Certificate from the Ministry of Industrialisation, Trade and		
SME Development;		
Have an original valid/certified copy of good Standing Social Security Certificate		
Have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		

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.

