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# Request for Quotations For Works

*Construction of the 2 incomplete Build Together Houses at Sesfontein Settlement*

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## Construction of the Two Incomplete Build Together Houses In Sesfontein Settlement

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**Procurement Reference No: W/RFQ/KRC-03/2020**

Kunene Regional Council  
P/Bag 502  
Opuwo  
Tel: +264-65-273950  
Fax: +264-65-273077  
E-mail: [procurement@kunenerc.gov.na](mailto:procurement@kunenerc.gov.na)

05 February 2020



## Letter of Invitation

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**W/RFQ/KRC-03/2020**

**05 February 2020**

Dear Sir/Madam,

### **Request for Quotations for the construction of two Incomplete Build Together Houses in Sesfontein 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](mailto: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,

A handwritten signature in black ink, appearing to read 'K.M. Sinvula'.

**K.M Sinvula**

Acting Chief Regional Officer



## **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 sub-clause 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.

## 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 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(1) (b) and 37(5))**

**Date:**.....

**Procurement Ref No.:** W/RFQ/KRC-03/2020

**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***



## 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**

#### **B.**

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-03/2020 for 1 bedroom House No 47 Sesfontein

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
<b>Concrete, Formwork and Reinforcement</b> <b>Concrete Work ( Unreinforced and Reinforced)</b> <b>15Mpa/19mm concrete</b>					
1	Surface beds, aprons, pavings , ramps , etc cast in panels	5	m <sup>3</sup>		
<b>Masonry</b> <b>Brickwork Sundries</b>					
2	Extra over for building to a fair face including bagging walls with a thin cement slurry to fill up all irregularities and flushing up vertical joints and ruling horizontal joints	2	m <sup>3</sup>		
<b>Carpentry Work</b>					
<b>Flush Doors</b>					
3	40mm Thick hollow cored flush doors with hardboard covering on both sides and concealed hardwood edge strips(Door size 813 * 2032mm high)	3	No		
4	44mm Solid laminated flush door with hardwood veneer on both sides and concealed edge strips(Door size 813* 2032mm high)	2	No		
<b>Ironmongery</b> <b>Door Locks</b> <b>Mortice locks</b>					
5	Two lever upright mortice lock with stainless steel for end	6	No		
6	Four lever upright mortice lock with stainless steel for end	4	No		
<b>Plastering</b> <b>Internal Plaster</b> <b>One coat compo plaster steel trowelled smooth on brickwork to</b>					
7	Walls	94	m <sup>2</sup>		

<b>Pumpling and Drainage</b> <b>Sanitary Fittings</b> <b>Stainless steel</b>					
8	Single end bowl inset sink and drainer unit size 900 * 500mm	1	No		
9	Double end bowl inset sink and drainer unit size 900× 500mm	1	No		
White Vitreous china glazed fireclay					
10	Basin Size 560× 400mm with two tap holes fixed to walls with and including semi-concealed cast iron brackets	1	No		
11	Cloakroom basin size 455* 290mm with one taphole bolted to walls	1	No		
12	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		
<b>Traps ETC</b> <b>uPVC</b>					
13	Spazio No 2 plumbing kit complete with waste fittings	1	No		
Chromium plated brass					
14	40 mm Shower trap with chromium plated grating	1	No		
<b>Taps, Valves, ETC</b> <b>Chrome plated brass taps and sundries</b>					
15	15mm Shower rose 85mm diameter	1	No		
16	15 mm Shower arm with cover plate	1	No		
Water Supply Pipes					
Hard drawn thin walled class 0 copper to SABS 460 including allstraiht joints and connectors					
17	15 mm Pipe fixed or chased into walls	6	m		
Internal Soil, Waste and Vent Piping					
Extra over iPVC pipes for fittings					
18	110mm Pan connector	1	No		

Glazing Glazing To Steel with Putty 4mm Clear float glass					
36	Panes not exceeding 0.1m <sup>2</sup>	5	m <sup>2</sup>		
Enter 0% VAT rate if VAT exempt.				<b>Subtotal</b>	
				<b>VAT @      %</b>	
				<b>Total</b>	

\*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	

Procurement Reference Number: **W/RFQ/KRC-03/2020** for **1 bedroom House No 141 Sesfontein**

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
<b>Earthworks</b> <b>Ordinary Excavations, Filling, ETC</b> <b>Soil poisoning</b>					
1	Soil insecticide under floors, paving, etc including forming and poisoning shallow furrows against foundation walls etc, filling in furrows and ramming	40	m <sup>2</sup>		
2	Soil insecticide to bottoms of trenches, holes, etc	8	m <sup>2</sup>		
<b>Concrete, Formwork and Reinforcement</b> <b>Concrete Work (Unreinforced and Reinforced)</b> <b>15Mpa/19mm concrete</b>					
3	Footings and bases cast against excavated surfaces	5	m <sup>3</sup>		
4	Surface beds, aprons, pavings, ramps, etc cast in panels	5	m <sup>3</sup>		
<b>Masonry</b> <b>Brickwork in Foundations</b> <b>Brickwork of 7MPa cement bricks in class 1 mortar</b>					
5	Half brick wall	7	m <sup>2</sup>		

<b>Brickwork in Superstructure</b>					
<b>Brickwork of 7MPa cement bricks in class 1 mortar</b>					
6	Half brick wall	85	m <sup>2</sup>		
<b>Waterproofing</b>					
<b>Damp-Proofing of walls and floors</b>					
<b>One layer of approved 375 micron embossed damp proof course</b>					
7	In walls(110mm and 220mm wide)	18	m <sup>2</sup>		
<b>One layer of approved 250 micron under surface bed type waterproof sheeting sealed at laps with pressure sensitive tape</b>					
8	Under surface beds, aprons, etc	40	m <sup>2</sup>		
<b>Roof Coverings</b>					
<b>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</b>					
9	roof sheeting	40.00	m <sup>2</sup>		
<b>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</b>					
9	ridge capping	9.00	m		
<b>Carpentry Work</b>					
<b>Roof Construction</b>					
<b>Sawn softwood Grade 4 with nailed or bolted connections</b>					
10	38*114mm Timber in wall plates, rafters, beams, joists, hangers, runners, etc	74.00	m		
<b>Flush Doors</b>					
<b>40mm Thick hollow cored flush doors with hardboard covering on both sides and concealed hardwood edge strips</b>					
11	Door size 813 * 2032mm high	3	No		
<b>44mm Solid laminated flush door with hardwood veneer on both sides and concealed edge strips</b>					
12	Door size 813* 2032mm high	2	No		
<b>Metalwork</b>					
<b>Mild Steel Windows and Doors</b>					
<b>Residential type windows with solid brass or chromium plated fittings and factory fitted with and including type NB33 burglar bars to the whole of the window</b>					
13	Window type NE1 size 533 × 654mm high	1	No		

14	Window type ND4 size 1511×1245mm high	3	No		
<b>Pressed Steel Door Frames</b>					
<b>1.2mm Double rebated frames suitable for half brick walls</b>					
15	Frame for door size 762×2032mm high	5	No		
<b>Plastering</b>					
<b>Internal Plaster</b>					
<b>One coat compo plaster steel trowelled smooth on brickwork to</b>					
12	Walls	85	m <sup>2</sup>		
<b>Tiling</b>					
<b>Soap, Dishes, Toilet Roll Holders, ETC</b>					
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		
<b>Pumbling and Drainage</b>					
<b>Sanitary Fittings</b>					
<b>Stainless steel</b>					
14	Single end bowl inset sink and drainer unit size 900 * 500mm	1	No		
<b>White Vitreous china glazed fireclay</b>					
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		
<b>Traps ETC</b>					
<b>uPVC</b>					
18	40 mm deep seal 'P' or 'S' trap	1	No		
<b>Chromium plated brass</b>					
19	32mm Bottle trap including tailpipe and wall flange	1	No		
19	40 mm Shower trap with chromium plated grating	1	No		

<b>Taps, Valves, ETC</b>					
<b>Chrome plated brass taps and sundries</b>					
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		
<b>Water Supply Pipes</b>					
<b>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</b>					
26	25 mm Pipes laid in ground in trenches	30	m		
<b>Extra over HDPE pipes for the following compression fittings</b>					
27	25 mm Fittings	2	No		
<b>Hard drawn thin walled class 0 copper to SABS 460 including all straight joints and connectors</b>					
28	15 mm Pipe fixed or chased into walls	12	No		
<b>Extra over class 0 copper pipes for brass capillary fittings</b>					
29	15mm Fittings (elbows, tees, reducing tees, adaptors couplings, etc)	10	No		
<b>Internal Soil, Waste and Vent Piping</b>					
<b>Upvc soil, waste and vent pipes including all straight joints and connectors</b>					
30	40mm Pipe fixed or chased into walls	12	m		
<b>Extra over iPVC pipes for fittings</b>					
31	40mm Bend	4	No		
32	110mm Access bend with vent horn	1	No		
33	50mm two-way vent valve	1	No		



Drainage					
<b>Underground twin-wall uPVC structured wall pipes laid in ground, including excavations, backfilling, etc and all straight joints between pipes</b>					
34	110mm Pipes laid in and including trenches exceeding 2m and not exceeding 3m deep	6	m		
<b>Extra over for the following fittings to underground twin-wall pipes</b>					
35	110mm Long radius bend	1	No		
<b>UPVC Gulleys with gulley head and grating encased in concrete</b>					
36	110mm Gulley P-trap not exceeding 1m deep	1	No		
<b>Glazing Glazing To Steel with Putty 4mm Clear float glass</b>					
37	Panes not exceeding 0.1m <sup>2</sup>	4	m <sup>2</sup>		
Enter 0% VAT rate if VAT exempt.				<b>Subtotal</b>	
				<b>VAT @      %</b>	
				<b>Total</b>	

**Priced Activity Schedule Authorised By:**

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

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: W/RFQ/KRC-03/2020

*[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		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
2	SABS 776		
3	SABS 62-1		
4	SABS 4427-3		
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-03/2020

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].*

<b>GCC Clause Reference</b>	<b>Special Conditions</b>
<b>Employer GCC 1.1(r)</b>	Kunene Regional Council
<b>Intended Completion Date GCC</b>	The intended completion date is:31 May 2020
<b>Project Manager GCC 1.1(y)</b>	The Project Manager is: Ministry of Works and Transport: Maintenance department Opuwo
<b>Site GCC 1.1(aa)</b>	The Site is located at Sesfontein Settlement
<b>Start Date GCC 1.1(dd)</b>	The Start Date shall be:4 March 2020
<b>The Works GCC 1.1(hh)</b>	The Works consist of: Erection of shaded parking's at the Kunene Regional Council head office
<b>Interpretation GCC 2.2</b>	The project will be completed in the following sections: Foundation level, Structure level, Roof level, Window level
<b>Interpretation GCC2.3</b>	The following additional documents shall form part of the contract: N/A
<b>Language and Law GCC 3.1</b>	The language of the contract is English The law that applies to the Contract is the law of Namibia.
<b>Project Manager's Decisions 4.1</b>	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.
<b>Delegation GCC 5.1</b>	The Project Manager may not delegate his/her duties.
<b>Notices GCC 6</b>	Any notice shall be sent to the following addresses: For the Employer, the address shall be as given on the page 2 of this

GCC Clause Reference	Special Conditions
	<p>Bidding Document and the contact name shall be Kunene Regional Council Mbumbiazo Muharukua Street, P/Bag 502, Opuwo</p> <p>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 _____</p>
<p><b>Insurance</b> <b>GCC 13.1</b></p>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></li> <li>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></li> <li>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>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).</i></li> <li>(d) for personal injury or death: <ul style="list-style-type: none"> <li>(i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i></li> <li>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></li> </ul> </li> <li>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</li> </ul> <p>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.</p>
<p><b>Site Date</b></p>	<p>The site Data shall be:</p>

GCC Clause Reference	Special Conditions
<b>GCC 14.1</b>	
<b>Possession of the Site GCC 20.1</b>	The Site Possession Date shall be: 4 March 2020
<b>Procedure for Disputes GCC 24</b>	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.
<b>Program GCC 25.1</b>	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.
<b>GCC 25.3</b>	Program updates shall be required.
<b>Defects Liability Period GCC 33.1</b>	The Defects Liability Period is: 365 days.
<b>Payment Certificates GCC 39.7</b>	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.
<b>Payments GCC 40</b>	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 .
<b>Adverse weather Conditions GCC 41.1 (I)</b>	Weather conditions under which normal works cannot be carried
<b>Price Adjustment GCC 44.</b>	The Contract is not subject to price adjustment.
<b>Retention GCC 45.</b>	(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.*
<b>Liquidated Damages GCC 46.1</b>	The liquidated damages for the whole of the Works are <i>[insert rate]</i> per day.

GCC Clause Reference	Special Conditions
	<p>The maximum amount of liquidated damages for the whole of the Works is <i>[amount based on a maximum number of days]</i>.</p> <p><i>[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 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.]</i></p>
<b>Bonus GCC 47.1</b>	The rate for the Bonus per calendar day is: _____
<b>Advance Payment GCC 48.1</b>	(i) No advance payment shall be made
<b>Performance Security GCC 49.1</b>	(i) A Performance Security in the form of a Bank Guarantee representing 10% of the final contract price shall be required.* *
<b>GCC 56.1</b>	“As built” drawings or operating and maintenance manual <i>are not</i> required.
<b>GCC 59.1</b>	The percentage to apply to the value of the work not completed, representing the Employer’s additional cost for completing the Works, is: <i>15%</i>

## QUOTATION CHECKLIST SCHEDULE

**Procurement Reference No.: W/RFQ/KRC-03/2020**

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.

