



# Otjozondjupa Regional Council



Tel: (067) 303702/303619/304168  
Fax: (067) 302760/302742

P.O. Box 1682  
Otjiwarongo  
NAMIBIA

## BIDDING DOCUMENT

*FOR*

## PROCUREMENT OF WORKS

**PROCUREMENT REFERENCE NUMBER: W/RFQ/OTRCED-03/2024/2025**

### PROCUREMENT DESCRIPTION:

***RENOVATION OF DOUBLE STOREY BROWN BUILDING FOR THE DIRECTORATE OF EDUCATION - OTJOZONDJUPA REGIONAL COUNCIL***

Name of Bidder: .....

Contact Number of Bidder: .....

Email Address of Bidder: .....

Authorized Representative: .....

Total price: .....

Signature: .....

***Closing Date & Time: 30<sup>th</sup> September 2024 @ 10h00***

**Procurement Management Unit  
Otjozondjupa Regional Council  
P.O. Box 1682  
Otjiwarongo  
Namibia**



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## Letter of Invitation

Bidder's name .....  
Contact number .....

**Procurement Reference Number:** W/RFQ/OTRCED-03/2024/2025

Dear Sir/Madam,

**Otjozondjupa Regional Council** invites you to submit your best quote for the items described in detail hereunder.

### ***RENOVATION OF DOUBLE STOREY BROWN BUILDING FOR THE DIRECTORATE OF EDUCATION - OTJOZONDJUPA REGIONAL COUNCIL***

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

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

*Technical queries, if any, should be addressed to Mr. V. Damaseb via email: [victordamaseb@yahoo.com](mailto:victordamaseb@yahoo.com) and for Administration queries, if any should be addressed to Mr. M. Kamatjipose via email: [mkamatjipose@gmail.com](mailto:mkamatjipose@gmail.com)*

Yours Faithfully



**MRS. SMK. TUAHURU**  
**HEAD: PROCUREMENT MANAGEMENT UNIT.**

## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The *Otjozondjupa 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.

### 3. Validity of Quotations

The quotation validity period shall be 60 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 company Registration Certificate;
  - i. *an entity incorporated or registered under the company or close corporation laws in Namibia;*
  - ii. *co-operative registered under the laws regulating co-operatives in Namibia;*
  - iii. *document serving as of registration as a Trust and Trust deed for a trust registered under laws regulating trusts in Namibia;*
- (b) have an original valid / certified copy good Standing Tax Certificate;
- (c) have an original valid / certified copy good Standing Social Security Certificate;
- (d) 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;
- (e) Submit signed Bid-securing Declaration.
- (f) have or sign a written undertaking as contemplated in section 138(2) of the Labour Act, 2007

- (g) Original or certified copy of partnership agreement in the case of partnership, a valid joint venture agreement in the case of a joint venture or valid agreement in case of other similar arrangement.
- (h) Bidder should submit Bank rating minimum rate C or better rating
- (i) Attach three (3) references letters for similar work of the same magnitude done in the past but not older than 5 years
- (j) Initial all pages of the bid document;

**5. Bid Security/Bid Securing Declaration**

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

**6. Works Completion Period/Validity period of Quotation**

The validity period of the quotation is 60 days and the completion period for works shall be 90 days after acceptance and issue of Purchase Order and signing of contract agreement. Deviation in completion period shall not be accepted/shall be considered if such deviation is reasonable.

**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 Bid Box located at **Otjzondjupa Regional Council's head Quarters at 22 Henk Willems Street, Otjiwarongo; new building ground floor, Block B** not later than **30 September 2024 at 10h00**. Bids by post should reach Otjzondjupa Regional Council; by the same date and time at latest. *Late bids will be rejected and returned to the bidder unopened. Bids 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 Securing Declaration, will be posted on the website of the **Otjzondjupa Regional Council** and available to any bidder on request within three working days of the Opening.

**10. 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, to determine the most substantially responsive evaluated quotation.

**11. 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.

**12. 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.

**13. Margin of Preference**

*Not applicable*

**14. Award of Contract**

The Bidder having submitted the 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/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

**15. Performance Security**

*[[Not applicable]*

**16. 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.

- 17.** The Employer undertakes to effect payment within 90 days after completion of the services to the satisfaction of the client subject to the service provider submitting all required documents to initiate the payment. Final payment shall be adjusted to reflect any noncompliance in the execution of the contract.

**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:	<b>Otjzondjupa Regional Council: P.O. Box 1682 22 Henk Willems Street</b>
Procurement Reference Number:	<b>W/RFQ/OTRCED-03/2024/2025</b>
Subject matter of Procurement:	<b>Renovation of double storey brown building for the Directorate of Education – Otjzondjupa Regional Council</b>

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

The validity period of our Quotation is \_\_\_\_\_ days *[insert number of 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 \_\_\_\_\_ *[insert number]* days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within \_\_\_\_\_ *[insert number]* 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/OTRCED-03/2024/2025

**To:** .....

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 \_\_\_\_\_  
[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.]



**Republic Of Namibia**

**Ministry of Labour, Industrial Relations and Employment Creation**

**Witten 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 at **Otjiwarongo**

.....

**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 IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: \_\_\_\_\_

*[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]  
The quantities shown below are approximate and not subject to re-measurement for payment purposes.*

Item No	Brief Description of Works	Qty	Unit	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
<u>1.</u>	<u>Hacking up or hacking off and removing granolithic, screeds, plaster, tiles, etc from concrete or brickwork and</u>				
1.1	Ceramic floor or wall tiles	950.0	m <sup>2</sup>		
<u>2.</u>	<u>Taking out and removing taps and mixers</u>				
2.1.	Pillar tap, bib tap or angle valve	40.0	No		
<u>3.</u>	<u>Taking out and removing sanitary fittings and appliances, including taps and traps, including disconnecting</u>				
3.1.	Stainless steel or earthenware wash hand basin	8.0	No		
<u>4</u>	<u>Scaffolding work</u>				
4.1.	Scaffolding to the external face of three storey buildings	180.0	m		

Item No	Brief Description of Works	Qty	Unit	Unit Price (N\$)	Total Price (N\$)
<u>5.</u>	<u>Repair to steel and timber windows</u>				
5.1.	Re-fix loose window handles, fanlight catches and sliding stays to timber windows with the proper screws as may be necessary	24.0	No		
<u>6</u>	<u>One coat bonding liquid</u>				
6.1.	On internal smooth plastered walls and columns	1200.0	m <sup>2</sup>		
<u>7.</u>	<u>One coat bonding liquid</u>				
7.1.	On internal smooth plastered ceilings and beams	1000.0	m <sup>2</sup>		
<u>8.</u>	<u>Clean down and prepare and one coat sealer and two coats marble plaster textured paint coating</u>				
8.1.	On internal smooth plastered walls and columns	1200.0	m <sup>2</sup>		
8.2.	On internal smooth plastered ceilings and beams	1000.0	m <sup>2</sup>		
<u>9.</u>	<u>Clean down and prepare and one coat road marking paint</u>				
9.1.	On ceilings, including cornices and cover strips	500.0	m <sup>2</sup>		
<u>10.</u>	<u>Medium density fibre cement flat boards</u>				
10.1.	6mm Fibre cement ceiling board in full length sheets fixed to brander (elsewhere measured) with and including 8 x 50mm	4.0	m <sup>2</sup>		
<u>11.</u>	<u>Cylinder locks</u>				

11.1.	Four lever upright mortice deadlock with stainless steel forend	4.0	No		
<b><u>12.</u></b>	<b><u>Cupboard and drawer locks</u></b>				
12.1.	Oval knob cylinder lock with oval profile lock case and brass forend	40.0	No		
<b><u>13.</u></b>	<b><u>Approved 25mm mini venetian blinds in approved colours with soffit or face fixing complete with all controls</u></b>				
13.1.	Louvréd drape unit to suit window size 1510 x 1245mm high	98.0	No		
<b><u>14.</u></b>	<b><u>Wall mounted chalkboard with aluminium chalk rail plugged to walls</u></b>				
14.1.	Floor cabinet type FC1200 size 1200 x 533 x 865mm high	4.0	No		
14.2.	Sink cabinet type SC1350 size 1350 x 533 x 865mm high	4.0	No		
<b><u>15.</u></b>	<b><u>Take delivery of, transport to the site, store, protect and lay mazita or natural stone floor tiles of differing</u></b>				
15.1.	Floors to patterns	950	m <sup>2</sup>		
<b><u>16.</u></b>	<b><u>non-schedule item tittle</u></b>				
16.1.	(full body tiles) industrial ceramic tiles 350 x 350mm x 8mm fixed with tiles adhesive to plastered surfaces and filled with matching grout in	950	m <sup>2</sup>		
16.2.	White vitreous china or glazed fireclay Single end bowl inset sink and drainer unit size 900 x 500mm	4.0	No		
16.3.	Polyethylene, duranite, etc Low level w.c. suite comprising wash down pan, matching 9 litre low level cistern with lid and fittings, flush pipe and heavy duty	8.0	No		

16.4.	Chromium plated brass 40mm Deep seal 'P' or 'S' trap	4.0	No	
16.5.	Chromium plated brass medical taps and mixers, 15mm Angle regulating valve with 10mm chromium plated copper, service pipe 300mm girth bent as required	24.0	No	
16.6.	Chromium plated brass medical taps and mixers 15mm Raised nose pillar tap	16.0	No	
16.7.	Chromium plated brass medical taps and mixers 15mm Wall type sink mixer with overarm swivel outlet	4.0	No	
16.8.	Polyethylene geyser drip trays 20mm FJ6.000CP 'Flushmaster Junior' urinal flush valve only	4.0	No	
16.9.	4mm Clear acrylic sheeting 2030 Panes exceeding 0.1m <sup>2</sup> and not exceeding 0.5m <sup>2</sup>	8.0	m <sup>2</sup>	
			<b>Sub total</b>	
			<b>Contingency 10%</b>	
			<b>Preliminaries 5%</b>	
			<b>VAT 15%</b>	
			<b>Grand Total</b>	

**Priced Activity Schedule Authorised By:**

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

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

*[Public Entity shall customise this section and the table hereunder where the Service Providers have to achieve set specification and performance standards.]*

Procurement Reference Number: \_\_\_\_\_

*[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)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
	<b><u>Hacking up or hacking off and removing granolithic, screeds, plaster, tiles, etc from concrete or brickwork and</u></b>		
1.	Ceramic floor or wall tiles		
	<b><u>Taking out and removing taps and mixers</u></b>		
2.	Pillar tap, bib tap or angle valve		
	<b><u>Taking out and removing sanitary fittings and appliances, including taps and traps, including disconnecting</u></b>		
3.	Stainless steel or earthenware wash hand basin		
	<b><u>Scaffolding work</u></b>		
4.	Scaffolding to the external face of three storey buildings		
	<b><u>One coat bonding liquid</u></b>		
5.	On internal smooth plastered walls and columns		
	<b><u>One coat bonding liquid</u></b>		
6.	On internal smooth plastered ceilings and beams		
	<b><u>Clean down and prepare and one coat sealer and two coats marble plaster textured paint coating</u></b>		
7.	On internal smooth plastered walls and columns		
8.	On internal smooth plastered ceilings and beams		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
	<b><u>Clean down and prepare and one coat road marking paint</u></b>		
9.	On ceilings, including cornices and cover strips		
	<b><u>Medium density fibre cement flat boards</u></b>		
10.	6mm Fibrecement ceiling board in full length sheets fixed to brandering (elsewhere measured) with and including 8 x 50mm		
	<b><u>Cylinder locks</u></b>		
11.	Four lever upright mortice deadlock with stainless steel forend		
	<b><u>Cupboard and drawer locks</u></b>		
12.	Oval knob cylinder lock with oval profile lock case and brass forend		
	<b><u>Approved 25mm mini venetian blinds in approved colours with soffit or face fixing complete with all controls</u></b>		
13.	Louvred drape unit to suit window size 1510 x 1245mm high		
14.	Wall mounted chalkboard with aluminium chalk rail plugged to walls Floor cabinet type FC1200 size 1200 x 533 x 865mm high		
	<b><u>Wall mounted chalkboard with aluminium chalk rail plugged to walls</u></b>		
15.	Sink cabinet type SC1350 size 1350 x 533 x 865mm high		
	<b><u>Take delivery of, transport to the site, store, protect and lay mazita or natural stone floor tiles of differing</u></b>		
16.	Floors to patterns		
	<b><u>non-schedule item tittle</u></b>		
17.	industrial ceramic tiles 350 x 350mm x 8mm fixed with tiles adhesive to plastered surfaces and filled with matching grout in		
18.	White vitreous china or glazed fireclay Single end bowl inset sink and drainer unit size 900 x 500mm		
19.	Polyethylene, duranite, etc Low level w.c. suite comprising wash down pan, matching 9 litre low level cistern with lid and		

<b>Item No</b>	<b>Specifications and Performance Required</b>	<b>Compliance of Specifications and Performance Offered</b>	<b>Details of Non-Compliance/ Deviation (if applicable)</b>
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
	fitments, flush pipe and heavy duty		
20.	Chromium plated brass 40mm Deep seal 'P' or 'S' trap		
21.	Chromium plated brass medical taps and mixers, 15mm Angle regulating valve with 10mm chromium plated copper, service pipe 300mm girth bent as required		
22.	Chromium plated brass medical taps and mixers 15mm Raised nose pillar tap		
23.	Chromium plated brass medical taps and mixers 15mm Wall type sink mixer with overarm swivel outlet		
24.	Polyethylene geyser drip trays 20mm FJ6.000CP 'Flushmaster Junior' urinal flush valve only		
25.	4mm Clear acrylic sheeting 2030 Panes exceeding 0.1m <sup>2</sup> and not exceeding 0.5m <sup>2</sup>		

\* 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 works (Ref. **W/RFQ/OTRCED-03/2024/2025**) available on the website of the Public Entity (<https://otjzondjuparc.gov.na>) 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.

GCC Clause Reference	Special Conditions
<b>Employer GCC 1.1(r)</b>	Otjzondjupa Regional Council: Directorate of Education Arts & Culture P.O. Box 1682; Otjiwarongo 22 Henk Willems Street
<b>Intended Completion Date GCC</b>	The intended completion date is: as per contract <b>(90 days)</b>
<b>Project Manager GCC 1.1(y)</b>	The Project Manager is: <b>Mr. V. Damaseb</b>
<b>Site GCC 1.1(aa)</b>	The Site is located at <b>Otjzondjupa Regional Council</b>
<b>Start Date GCC 1.1(dd)</b>	The Start Date shall be: <b>Two Weeks after signing of Contract Agreement</b>
<b>The Works GCC 1.1(hh)</b>	The Works consist of: Hacking up or hacking off and removing granolithic, screeds, plaster, tiles, etc from concrete or brickwork and Taking out and removing taps and mixers, Taking out and removing sanitary fittings and appliances, including taps and traps, including disconnecting, Scaffolding work, One coat bonding liquid, Clean down and prepare and one coat sealer and two coats marble plaster textured paint coating, Clean down and prepare and one coat road marking paint, Medium density fibre cement flat boards, Cylinder locks, Cupboard and drawer locks, Approved 25mm mini venetian blinds in approved colours with soffit or face fixing complete with all controls, Wall mounted chalkboard with aluminium chalk rail plugged to walls, Take delivery of, transport to the site, store, protect and lay mazita or natural stone floor tiles of differing, non-schedule item tittle
<b>Interpretation GCC 2.2</b>	The project will be completed in the following sections: <b>As a whole once off project.</b>

GCC Clause Reference	Special Conditions
	<p><b>NB!</b> Contingencies to be claimed must be verified and certified correct by the Works Inspector with a Quotation and submit to the Procurement Committee for recommendation.</p> <p>Works will only be executed after the approval by the Accounting Officer</p>
<b>Interpretation GCC2.3</b>	<p>The following additional documents shall form part of the contract: Schedule of Work</p>
<b>Language and Law GCC 3.1</b>	<p>The language of the contract is <b>English</b></p> <p>The law that applies to the Contract is <b>the law of Namibia.</b></p>
<b>Project Manager's Decisions 4.1</b>	<p>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.</p>
<b>Delegation GCC 5.1</b>	<p><b>The Project Manager may delegate his/her duties.</b></p>
<b>Notices GCC 6</b>	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be : <b>Mr. M. Kamatjipose/Mr. V. Damaseb</b></p> <p>For the Bidder, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be</p>
<b>Insurance GCC 13.1</b>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Bidder and the Employer 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 Bidder 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 Bidder 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:</li> </ul>

GCC Clause Reference	Special Conditions
	<p>(i) of the Bidder's employees: <i>[The Bidder shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i></p> <p>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Bidder shall choose to take the insurance covers indicated above as separate covers or a combination of the Bidder'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 Bidder.</p>
<b>Site Date</b> <b>GCC 14.1</b>	The site Data shall be discussed: <b>after signing of Contract Agreement</b>
<b>Possession of the Site</b> <b>GCC 20.1</b>	The Site Possession Date shall be: <b>Two weeks after signing of contract agreement</b>
<b>Procedure for Disputes</b> <b>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 Bidder 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</b> <b>GCC 25.1</b>	The Bidder 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</b> <b>GCC 33.1</b>	The Defects Liability Period is: Twelve months (12) after completion date.
<b>Payment Certificates</b> <b>GCC 39.7</b>	"Partial payment 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 Bidder".
<b>Payments</b> <b>GCC 40</b>	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: <ul style="list-style-type: none"> <li>(a) the payment certificates; and</li> <li>(b) a certificate of Completion of the Works.</li> </ul> A partial payment of <b>25%, 50%, 75%</b> and final payment upon completion of Works

GCC Clause Reference	Special Conditions
<b>Adverse weather Conditions</b> GCC 41.1 (I)	Any Delay caused by weather condition must be communicated to the Employer
<b>Price Adjustment</b> GCC 44.	The Contract not subject to price adjustment.
<b>Retention</b> GCC 45.	<b>5%</b> of actual total project amount payable to the Bidder shall be <b>retained for a period of 12 months</b>
<b>Liquidated Damages</b> GCC 46.1	The liquidated damages for the whole of the Works are: N/A
<b>Bonus</b> GCC 47.1	The rate for the Bonus per calendar day is: N\$ 0.00
<b>Advance Payment</b> GCC 48.1	(i) No advance payment shall be made
<b>Performance Security</b> GCC 49.1	(i) No Performance Security is required
<b>GCC 56.1</b>	"As built" drawings or operating and maintenance manuals not 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: 10%

# Contract Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS CONTRACT AGREEMENT is made

The,.....day of,.....month,.....year.

BETWEEN

- (1) *Directorate of Education, Arts and Culture a Otjozondjupa Regional Council Directorate and having its principal place of business at Private Bag 2618 Otjiwarongo sonweg street (hereinafter called “the Purchaser”), and*
- (2) *[ insert name of Supplier ], a company incorporated under the laws of [ insert: country of Supplier ] and having its principal place of business at [ insert: address of Supplier ] (hereinafter called “the Supplier”).*

WHEREAS the Purchaser invited bids for certain Goods and related services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Namibian Dollars]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - (a) This Contract Agreement
  - (b) Special Conditions of Contract
  - (c) General Conditions of Contract
  - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) The Supplier’s Bid and original Price Schedules
  - (f) The Purchaser’s Notification of Award
  - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Namibia on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: .....*[insert signature]*  
in the capacity of .....*[ insert title or other appropriate designation ]*  
in the presence of .....*[insert identification of official witness]*

For and on behalf of the Supplier

Signed:..... *[insert signature of authorized representative(s) of the Supplier]*  
in the capacity of .....*[ insert title or other appropriate designation*  
in the presence of..... *[ insert identification of official witness]*

## QUOTATION CHECKLIST SCHEDULE

**Procurement Reference No.: W/RFQ/OTRCED-03/2024/2025.**

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Securing Declaration		
have an original valid / certified copy good Standing Tax Certificate;		
have an original valid / certified copy 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;		
Submit signed Bid-securing Declaration.		
have or sign a written undertaking as contemplated in section 138(2) of the Labour Act, 2007		
Original or certified copy of partnership agreement in the case of partnership, a valid joint venture agreement in the case of a joint venture or valid agreement in case of other similar arrangement.		
Bank rating minimum rate C;		
Attach three (3) references letters where similar services have been provided not older than 5 years.		

***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.