

National Assembly

Procurement Management Unit

Ref: W/RFSQ/03-01/2021

STANDARD BIDDING DOCUMENTS

for



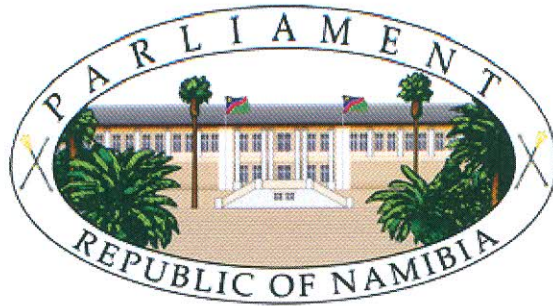
Request for Sealed Quotations

[Issued in terms of section 7(1)(i) of the Public Procurement Act, 2015]

(Works)

Procurement Management Unit
National Assembly
14C Love Street
Private Bag 13323
Windhoek, Namibia

Tel: +264 61288 9111
Website: www.parliament.na



Request for Sealed Quotations for Works (100% Namibian owned Companies only)

Title: Minor renovation of an industrial kitchen

Procurement Reference No: [W/RFSQ/03 - 01/2021]

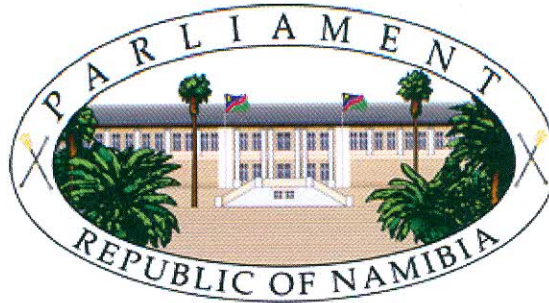


National Assembly, Private Bag 13323 Windhoek

Telephone Number: 061-2889111

Email: parliament@parliament.na

Date: 30 July 2021



NATIONAL ASSEMBLY

PROCUREMENT MANAGEMENT UNIT (PMU)

Letter of Invitation

Dear Prospective Bidder,

30 July 2021

PROCUREMENT REFERENCE: [W/RFSQ/03 - 01/2021]

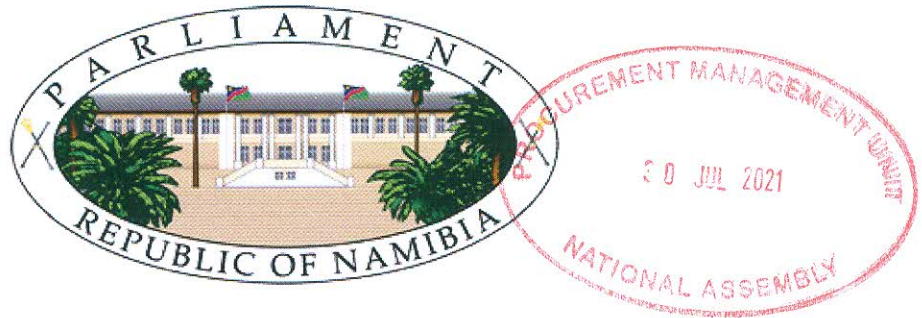
Request for Sealed Quotation for minor renovation of an industrial kitchen area in the Parliament Building

Sealed quotations are invited from **100% Namibian owned companies** to submit their best quotes for the works described in detail hereunder. Please prepare and submit your sealed quotation in accordance with the instructions given. Any resulting contract shall be subject to the terms and conditions referred to in the bidding document.

Queries, if any, should be addressed to **Ms Hilia Monday Amakali, Telephone number 061-2882638 or Linda Pietersen at telephone number: 061-2882568**. Please take note that queries may only be done from **Monday to Friday between 08h00 to 17h00**.

Yours faithfully,


MS HILIA MONDAY AMAKALI
NATIONAL ASSEMBLY



BRIEF BACKGROUND INFORMATION ABOUT THE PROJECT SITE.

The **Tintenpalast Building** (currently known as Parliament Building) is the seat of both Chambers of the Parliament of Namibia, the **National Council** and the **National Assembly**. It is located in the Namibian capital of Windhoek, 14C Love Street and it is opposite the popular Christuskirche Church in Robert Mugabe Avenue. The building is surrounded by the Parliament Gardens which is very popular among the inhabitants of Windhoek.

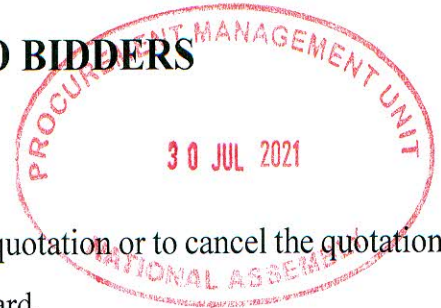
The building was designed by a German architect Gottlieb Redecker with Neoclassical front façade and built by the company Sander & Kock between 1912 and 1913 out of regional materials as an administration building for the German government, which colonized Namibia at the time. The building project used forced labour by Herero and Nama people who, having survived the Herero and Namaqua genocide, had been placed in concentration camps.

On the basement of this historic building, there is an industrial kitchen that is currently partly falling apart and become unhygienic for its intended services. The kitchen is in need of urgent minor revamp to preserve its value.



Picture: Tintenpalast building with Parliament Gardens

SECTION I: INSTRUCTIONS TO BIDDERS



1. Rights of the Public Entity

The National Assembly reserves the right 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: the:

- a) 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 **thirty (30) calendar 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 **Police certified** copy of company Registration Certificate;
- (b) have a valid **original** or **Police Certified copy** of good Standing Tax Certificate;
- (c) have a valid **original** or **Police Certified copy** of good Standing Social Security Certificate;
- (d) have a valid **Police 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) have a Police certified copy of a certificate indicating SME Status (if the company is an SME);
- (f) Submit **signed** Bid-securing Declaration.
- (g) **Three references** of the bidder's previous work with contact numbers and physical addresses.

- (g) 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. Note should however be taken that a **successful bidder will be suspended or disqualified** in the event of-

- a) a modification or withdrawal of a bid after the deadline for submission of bids during its period of validity;
- b) Refusal to accept a correction of an error appearing on the face of the bid;
- c) Failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding documents; or
- d) Failure to provide security for the performance of the procurement contract as required in the bidding documents.

6. Works Completion Period

The completion period for works shall be **maximum sixty (60)** calendar days after acceptance and issue of Purchase Order. Deviation in completion period may 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 National Assembly with the **bidder's name at the back of the envelope**.

8. Submission of Quotations and samples of tiles

- 8.1 Sealed Quotations should be dropped in the bidding box at the entrance of the building.
- 8.2 Clearly labeled samples of tiles. Paint for wall and slabs should be hand delivered to the following officials:

Ms Hilia M. Amakali, office number: 20, Ground floor

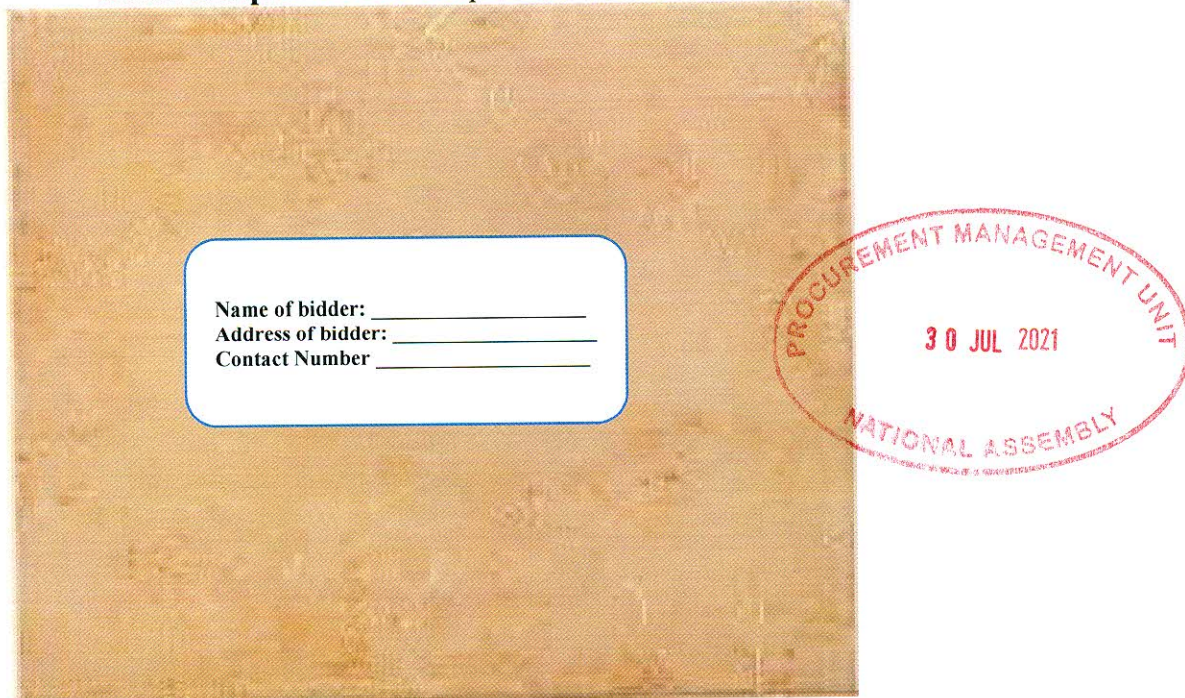
Ms. Linda Petersen, Office number 18 opposite office number 20, ground floor

The closing date for the submission of quotations and samples is **Tuesday 31st August 2021 at 16h00 (pm)** Please note that quotations received by e-mail/fax will not be considered and late quotations will be rejected.

8.2 Submission of a sample tile and sample wall/slab paint

8.1 Sample wall tile

Each quotation submitted must be accompanied by a **200x400x5mm white or similar colour sample tile**. The sample tile must be labeled with the name of the bidder as follow:



Note: the tile above is used for label illustration purposes only

8.2 Sample colour for water resistant wall paint and slab soffit paint

It is the responsibility of the bidder to take samples of existing wall paint and slab paint in order to determine the correct colour and to submit the samples together with the bidding document. **Paint samples in a least smallest quantity, i.e 500ml/1 litre must be well labelled with the name of the bidder and the painting area as follow:.**

Name of bidder: _____ Address of bidder: _____ Contact Number _____ Area : _____ (wall or slab)
--

9. Opening of Quotations

Quotations will be opened internally by the Public Entity on **1st September 2021** however, due to covid-19 pandemic, the proposed bids opening date may change to a date and time that suits covid-19 regulations at the time. 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 available to any bidder on request in writing within three (3) working days of the opening of quotation.

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 the following:

- Total project **cost**;
- **Colour** and **quality** of the proposed wall tiles; and
- **Colour** of the proposed **water resistant wall and slab soffit paint**.

11. Technical Compliance

The Specifications and Compliance Sheet details the minimum specifications of the works to be carried out. The minimum 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.

13. Award of Contract

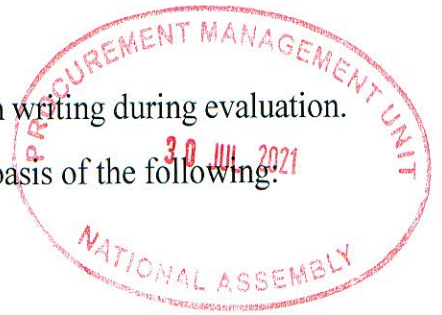
The Bidder having submitted the lowest evaluated responsive quotation supported by quality and correct tiles and paint and who qualified to perform the works will be selected for award of contract. Award of contract will be made by the Acceptance Letter and or Purchase Order of the **initial 60%** of the total cost (minus **5%** retention amount) in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract. The **reminder 40%** (minus **5%** retention amount) to be paid out upon the completion of painting work, cleaning/clearing and handing over the site back to National Assembly.

14. Performance Security

No performance security is required for this bid.

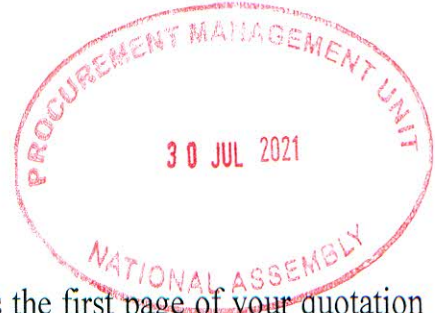
15. Notification of Award and Debriefing

The Public Entity shall after award of contract inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount. Furthermore, the Public Entity will attend to all requests for debriefing made in writing within 7 days of the unsuccessful bidders being informed of the award.



SECTION II: QUOTATION LETTER

(To be completed by Bidders)



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

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

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

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

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

We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to the disqualification on the grounds mentioned in Section 45 (2) (a) to (d) of the Procurement Act, 2015 (Act 15 of 2015).

The validity period of our Quotation is _____ days from the date of the bid submission deadline.

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

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

Works will be completed within _____ 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	

Appendix to Quotation Letter



BID SECURING DECLARATION
 (Section 45 of Act) (Regulation
 37(1) (b) and 37(5))

Date: _____ [Day | month | year]

Procurement Ref No.: _____

To: _____ [name of Public Entity and address]

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

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

- (a) **a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) **refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) **failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be 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: _____
 [signature of person whose name and capacity are shown]

Capacity of: _____
 [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** _____ **[month]** _____ **[year]**
 [insert date of signing]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

**delete if not applicable / appropriate*



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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:.....

Telephonel Number.....:

Fax Number.....

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.

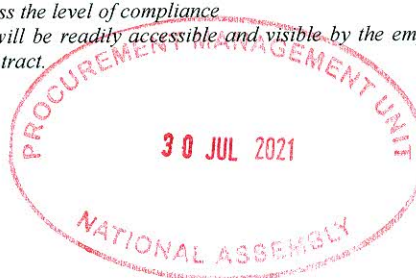
Signature:

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

1. The scope summary of work is as follow:

1. Tiling the area of **168m²** with 200x400x5mm white ceramic wall tiles or similar, fixed with adhesive to existing plastered wall. There are few small cracks which must be corrected first and the edges must be closed with the aluminium 38x38x2mm equal angle.
2. The removal of flaky wall paint from a total area of **60m²**, skimming the walls and re-applying two (2) coats of an approved water resistant paint of the same colour as the existing; and
3. The removal of flaky paint from a total area of **209m²** of slab soffits and reapplying two (2) coats of an approved water resistant paint of the same colour as the existing.

2. Detail areas of work

2.1 Application of wall tiles

No	Area description	Unit of measure	Q
1	Main kitchen area	m ²	45
2	Kitchen Office	m ²	14
3	Mobile Fridges Area	m ²	14
4	Kitchen to bathroom corridor	m ²	15
5	Female toilet	m ²	40
6	Male toilet	m ²	40
TOTAL AREA TO COVER			168 m²

2.2 Removal of flaky paint, skimming the wall and application of 2x coat of finish water resistant wall paint

No	Area description	Unit of measure	Q
1	Kitchen Office	m ²	15
2	Pantry	m ²	45
TOTAL AREA TO COVER			60 m²

2.3 Removal of flaky paint, skimming the slab soffit and application of 2x coat of finish water resistant slab soffit paint.

No	Area description	Unit of measure	Q
1	Main kitchen area	m ²	95
2	Small kitchen area	m ²	30
3	Kitchen Office	m ²	17
4	Mobile Fridges Area	m ²	17
5	Kitchen to bathroom corridor	m ²	18
6	Female toilet	m ²	16
	Male toilet	m ²	16
TOTAL AREA TO COVER			209 m²

B. DRAWINGS

There are no drawings provided for this project. **Bidders or their representatives are expected to come for a compulsory site visit on Monday 9th and Tuesday 10th August 2021 at 10h00 in the morning** to familiarise themselves with the site. During the compulsory site visit, bidders or their representatives will be provided with a confirmation of site visit which they must attach to their quotations on submissions. **Please take note that no quotation or submission will be considered without a proof of site visit attached.**



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	Q	Unit of Measure	Unit Price without VAT (N\$)	Total Price without VAT (N\$)
A*	B*	C*	D*	E	F
1	PART 1: GENERAL, SABS 1200 A				
1.1	Fixed charge and value-related items				
1.1.1	Contractual requirements	1	Sum		
1.1.2	Establishment of facilities required by the Contractor on site (if necessary) <i>Please indicate on a separate sheet, the details of the facilities to be established.</i>	1	Sum		
1.1.3	General responsibilities and other fixed-charge obligations (in necessary)	1	Sum		
1.1.4	Removal of site establishment (only applicable if 1.1.2 above, is costed)	1	Sum		
1.2	Time-related items				
1.2.1	Contractual requirements	1	Sum		
1.2.2	Operation and Maintenance of Contractor's facilities on site facilities (only applicable if 1.1.2 above, is costed)	1	Sum		
1.2.3	General responsibilities and other time-related obligations (if necessary)	1	Sum		
2	PART 2: EXTENSION OF WALL TILES,	168	m ²		
2.1	Supply, delivery and tiling the area of 168m² with 200x400x5mm white ceramic wall tiles or similar, fixed with adhesive to existing plastered wall. The area to be tiled are: main kitchen, kitchen office, mobile fridges area; kitchen to bath room corridor male and female toilets. There are few small cracks which must be corrected first and the edges must be closed with the aluminium 38x38x2mm equal angle				



3	<u>REMOVAL OF FLAKY PAINT, SKIMMING THE WALL & APPLY 2x COATS OF APPROVED INTERIOR PAINT</u> Supply, delivery and application of 2x coats of approved water resistant interior finish paint to the, <i>kitchen office</i> and <i>pantry</i> .	60	m ²		
4	<u>REMOVAL OF FLAKY PAINT, SKIMMING SLAB SOFFIT & APPLY 2x COATS OF APPROVED INTERNAL PAINT</u> Supply, delivery and application of 2x coats of approved water resistant interior finish paint to the, main and, small kitchen areas; kitchen office; mobile fridge area; kitchen to bathroom corridor; male and female toilets	209	m ³		
				Subtotal	
				VAT @ %	
				Total	

Note: Enter 0% VAT rate if VAT exempted.

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)
A*	B*	C	D
1	<p><u>EXTENSION OF WALL TILES TO TOTAL AREA OF 168 m²</u></p> <p>Supply, delivery and application of wall tiles to the main kitchen, kitchen office, mobile fridges area; kitchen to bath room corridor male and female toilets. The edges must be closed with the aluminium 38x38x2mm equal angle.</p>		
2	<p><u>REMOVAL OF FLAKY PAINT, SKIMMING THE WALL & APPLY 2x COATS OF APPROVED INTERIOR PAINT TO A TOTAL AREA OF 60m²</u></p> <p>Supply, delivery and application of 2x coats of approved water resistant interior finish paint to the, kitchen office and pantry.</p>		
3	<p><u>REMOVAL OF FLAKY PAINT, SKIMMING SLAB SOFFIT & APPLY 2x COATS OF APPROVED INTERNAL PAINT TO A TOTAL AREA OF 209 m²</u></p> <p>Supply, delivery and application of 2x coats of approved water resistant interior finish paint to the, main and, small kitchen areas; kitchen office; mobile fridge area; kitchen to bathroom corridor; male and female toilets</p>		

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

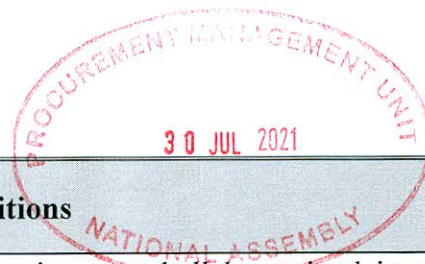
Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. **W/RFQ-GCC**) as attached to this request for sealed quotation except where modified by the Special Conditions below:

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFSQ/03-01/2021**


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
Employer GCC 1.1(r)	The employer in this context is National Assembly .
Intended Completion Date GCC	The intended completion date is: 30th November 2021 (latest)
Project Manager GCC 1.1(y)	The Project Manager is: Ms Hilia M. Amakali, contact number: 0811467267
Site GCC 1.1(aa)	The Site is located on the basement area of the Parliament Building (<i>Tintenpalast</i>)
Start Date GCC 1.1(dd)	The Start Date shall be: 27 September 2021 .
The Works GCC 1.1(hh)	The Works consist of the following: <ul style="list-style-type: none"> • Extension of wall tiles to 168m²; (<i>see scope of work for details</i>) • Repainting of 60m² area (<i>see scope of work for details</i>); and • Repainting of 209m² slab soffit (<i>see scope of work for details</i>)
Interpretation GCC 2.2	The project will be completed in whole and no section completions will apply
Interpretation GCC 2.3	No additional documents will be required except those specified in GCC 2.3
Language and Law GCC 3.1	The language of the contract is English . The law that applies to the Contract is the law of Namibia.
Project Manager's Decisions 4.1	Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Employer and the Contractor in the role representing the Employer. The Project Manager shall obtain specific approval from the Secretary/Accounting Officer 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

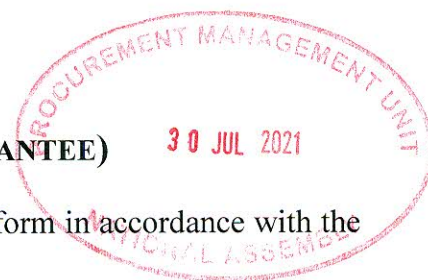


GCC Clause Reference	Special Conditions
	entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager may delegate his/her duties, responsibilities to other people except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.
Notices GCC 6	<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: Ms Hilie M. Amakali.</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>_____</p> <p>_____</p> <p>_____</p>
Insurance GCC 13.1	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers (<i>if required</i>) shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <p>(a) For the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc...)</p> <p>(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.</p> <p>(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).</p> <p>(d) for personal injury or death:</p> <p>(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].</p> <p>(ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</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 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>
Site Data GCC 14.1	The site data shall be done as stipulated in GCC.

GCC Clause Reference	Special Conditions
Possession of the Site GCC 20.1	The Site Possession Date shall be as stipulated in the GCC.
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within seven (7) calendar 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 twelve (12) months/ 365 days calculated from the project completion date.
Payment Certificates GCC 39.7	A single statement of the estimated value of the work executed shall be submitted on completion each phase of works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor.
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (I)	None foreseen at this moment.
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	The National Assembly shall retain 5% from each payment due to the Contractor as retention money until the completion of works. The retained amount shall only be released after liability period subject to the Contractor making good all defects.
Liquidated Damages GCC 46.1	The liquidated damages for the whole work 0.05% for each day that the Completion Date is later than the Intended Completion Date. The maximum amount of liquidated damages for the whole of the Works is based on a maximum number of days.
Bonus GCC 47.1	The payment of Bonus is not applicable to this project.
Advance Payment GCC 48.1	No advance payment shall be made. Bidders should have their own starting capital. It is therefore, strongly recommended that only bidders who have financial means and capacity to perform this project should bid because payment will only be made based on work progress made.



GCC Clause Reference	Special Conditions
Performance Security GCC 49.1	No performance security is required for this bid.
GCC 56.1	“As built” drawings or operating and maintenance manuals are not required for this project phase.
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, would only be determined at the time and period when event of such nature occurred.

SCHEDULE 1:**PERFORMANCE SECURITY (BANK GUARANTEE)**

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: _____ [dd/mm/yyyy of Quotation Submission]

Procurement Ref No. and title: _____

Bank's Branch or Office: _____

To: The National Assembly, Private Bag 13323, Windhoek, 14C Love Street

Performance Guarantee No.: _____

We have been informed that _____
(hereinafter called "the Supplier") has entered into Contract No. _____
dated _____ [dd/mm/yyyy] with you, for the supply of _____
(hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding _____ [amount in figures and words] upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than then the date _____ [dd/mm/yyyy] day of [insert month] [insert year],¹ and any demand for payment under it must be received by us at this office on or before that date.

[signatures of authorized representatives of the bank and the Supplier]

¹ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 28.3 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

QUOTATION CHECKLIST SCHEDULE

SCHEDULE 2

30 JUL 2021

[Public Entity to update this Checklist to ensure that it contains the documents required from Bidders for the specific procurement]

PROCUREMENT REFERENCE NO.: W/RFSQ/03-01/2021

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
A signed Bid-securing Declaration.		
A original/Police Company Registration Certificate;		
An original/Police certified copy of a valid Good Standing Tax Certificate;		
An original/Police certified copy of a valid good Standing Social Security Certificate;		
A valid Police 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;		
Proof of SME Status as issued by the Ministry of Trade and Industrial, Small Medium Enterprise Development (if case of an SME); Bidders who are not categorized as SMEs must not leave this blank but they must indicate across the row that they are not SMEs.		
An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this quotation 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.		
List of three references for previous work done by the bidder with their contacts and physical addresses		

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 he/she has submitted all the documents that have been requested and are needed for the submission to be complete and responsive.