



**REPUBLIC OF NAMIBIA**

**Ministry of Health and Social Services**

Private Bag 13198  
Windhoek  
Namibia

Ministerial Building  
Harvey Street  
Windhoek

Tel: (061) 203 9111  
Fax: (061) 30 10 18  
Email: [procurement@mhss.gov.na](mailto:procurement@mhss.gov.na)

**PROCUREMENT MANAGEMENT UNIT**

# **Request for Quotations for Works**

## **Procurement of**

**Upgrading of Okahao Hospital Phase 1:  
Telephone and PABX Installation**

Name of Bidder: \_\_\_\_\_

Total Bid Price (N\$): \_\_\_\_\_



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**PROCUREMENT MANAGEMENT UNIT**

Reference: 4/5/4

**Letter of Invitation**

Dear Sirs/Madams,

**Request for Quotations for the Supply, Delivery, Installation, Commissioning & Maintenance of the Telephone and PABX Installation**

The Ministry of Health and Social Services 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.

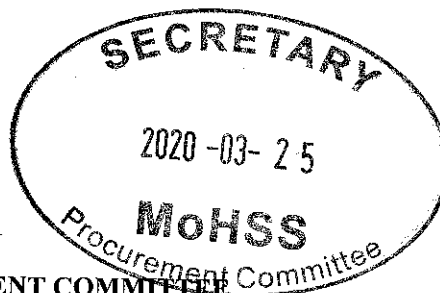
For enquiries, please do not hesitate to contact the following people:

1. Technical enquiries: Mr. Allan Ogonje (061 203 2508)
2. Administrative enquiries: Ms. Martha M. Andowa (061 203 2216)

Please prepare and submit your quotation (by 11h00 on **Tuesday, 31 March 2020**), in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,

  
MR EVARISTUS IITA  
SECRETARY: PROCUREMENT COMMITTEE



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## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **1. Rights of Public Entity**

The Ministry of Health and Social Services 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 items mentioned in Section III by completing, signing and returning:

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration where applicable
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate

You are advised to carefully read the complete Request for Quotations document, including the Special Conditions of Contract in Section VII, before preparing your Quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

### **3. Validity of Quotations**

The quotation validity period shall be 180 days from the date of bid submission deadline.

### **4. Eligibility Criteria**

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

- (a) have a valid certified copy of company Registration Certificate;
- (b) have an original valid good Standing Tax Certificate;
- (c) have an original valid 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;
- (f) Submit signed Bid-securing Declaration.
- (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; and;
- (h) Bidder shall be a registered / certified installer of the equipment offered;
- (i) Bidder shall have more than 5 year experience in the trade in this type and magnitude of installation.

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

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

**6. Works Completion Period**

The completion period for works shall be **90 (ninety) calendar days** after acceptance and issue of Purchase Order. Deviation in completion period 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.

Quotations shall be filled in and signed in black ink.

**8. Submission of Quotations**

Quotations should be deposited in the Quotation/Bid Box located at Ministry of Health and Social Services, Ministerial Building, Harvey St, P/Bag: 13198, Windhoek Namibia, not later than **Tuesday, 31 March 2020**. Quotations by post or hand delivered should reach Ministry of Health and Social Services, Ministerial Building, Harvey St, P/Bag: 13198, Windhoek Namibia by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

**9. Evaluation of Quotation**

The Public Entity shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

**10. Technical Compliance**

The Specification 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 specification.

Bidder shall include the information and documents listed under Volume II of the bidding document, Part A, Section III: Statement of Requirements, Item B: Material Schedule, Page III – 22 to III – 33.

**TECHNICAL EVALUATION CRITERIA**

**1 SCHEDULE OF INFORMATION TO BE SUBMITTED BY BIDDER WITH THE BID (VOLUME II – SECTION III / 1)**

1.1 Bidder is to submit the following information with the Bid document. Failure to do so may disqualify the Bid.

Item	Description	Max 5 points
		Provided (Yes = 1 No = 0)
1.1.1	Drawings issued with the Bid document shall be returned together with the Bid.	
1.1.2	Specification sheets of PABX equipment offered	
1.1.3	Proposed maintenance test schedules	
1.1.4	Proposed service contract for the maintenance of the system	
1.1.5	Space requirements	

**2 SCHEDULE OF INFORMATION (VOLUME II – SECTION III / 2)**

Item	Description	Max 10 points		
		Fully completed (10 points)	Partially completed (5 points)	Not completed (0 points)
2	Bidder duly completed all section			

**3 CONTRACTOR'S DATA SHEET (VOLUME II – SECTION III / 3)**

Item	Description	Max 4 points
		Provided (Yes = 1 No = 0)
3.1	Accredited Installer	
3.2	Foreman	
3.3	Other Personnel	
3.4	Sub-Contractors	

**4 SERVICE FACILITIES (VOLUME II – SECTION III / 4)**

Item	Description	Max 10 points		
		In Namibia (10 points)	In SADC (5 points)	Other (0 points)
4	Service Staff, Workshop and Equipment available in Namibia			

**5 PREVIOUS EXPERIENCE (VOLUME II – SECTION III / 5)**

**COMPLETED PROJECTS OF SIMILAR NATURE (Maximum 20 Points)**

Project Name	Completed on Time (yes/no)	Project Value in Millions (Max 20 points) (Successfully completed minimum of 3 projects within 5 years)		
		(N\$0 to N\$100 000): 10 points	(N\$100 000 to N\$150 000) 15 points	(N\$150 000 and more) 20 points
<b>Total points</b>				

**6 TELEPHONE / PABX CRTIFICATION (VOLUME II – SECTION III / 6)**

Item	Description	Max 10 points Provided (Yes = 10 No = 0)
6.1	Bidder certified / approved by Manufacturers	
6.2	Copy of proof to be attached	

Personnel who will be involved in this project and have undergone manufacturer installation and maintenance training		Max 3 points		
(Name)		(1-2) No=1	(3-5) No= 2	5 > No= 3
<b>Total Points on Staff</b>				

**7 SPARE PARTS AND MAINTENANCE (VOLUME II – SECTION III / 7)**

Item	Description	Max 2 points Provided (Yes = 1 No = 0)
7.1	Spare parts for all equipment offered available ex-stock in Windhoek	
7.2	Maintenance service for equipment offered available ex-Windhoek	

**8 ITEMS 8 – 15 (VOLUME II – SECTION III / 8 TO 15)**

Item	Description	Max 12 points
<b>8</b>	<b>General</b> (Completed Yes = 1 points, No = 0 points)	
<b>9</b>	<b>Schedule of Spare Part Agents</b> (Completed Yes = 1 points, No = 0 points)	
<b>10</b>	<b>Time Schedule</b> (Completed Yes = 1 points, No = 0 points)	
<b>11</b>	<b>Information Schedule / Factory Specification Sheets</b>	



	(Provided Yes = 5 points, No = 0 points)	
<b>12</b>	<b>Imported Value of Installations</b> (Completed Yes = 1 points, No = 0 points)	
<b>13</b>	<b>Credit Reference</b> (Completed Yes = 1 points, No = 0 points)	
<b>14</b>	<b>Board Resolution for signing Bid</b> (Completed Yes = 1 points, No = 0 points)	
<b>15</b>	<b>Claims for Material On Site</b> (Signed Yes = 1 points, No = 0 points)	

### Range of Quotations

Only bids that obtain 70% or more of the technical scores and whose bid prices fall within the range of 15% below or 15% above the estimated building cost, including contingencies, escalation and VAT, will be further evaluated.

$$\text{Formulae: } \frac{\text{Total Bidders Points}}{\text{Maximum Points}} \times 100\% = \text{Bidders\% score}$$

### 11. Prices and Currency of Payment

Prices for the execution of works shall be fixed in Namibian Dollars as quoted.

Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

### 12. Margin of Preference

14.1 None

### 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/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract and the General Conditions of Contract.

After submission and before decision, no interviews dealing with the Bidder shall be answered by the Employer or the Engineer. Bidders may, however, be called upon to clarify any aspects of their Bid at the discretion of the Engineer, and supply any further information requested and necessary to assess the Bid.

The successful Bidder shall provide at his own expense all the necessary revenue stamps for the Agreement as required by Law in Namibia.

The Employer and/or Engineer reserves the right to adjust arithmetical or other errors in the Bid. Any adjustments made to a Bid will be stated to the Bidder prior to the acceptance of the Bid.

### 14. Performance Security

The successful bidder shall upon acceptance of its offer 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 seven (7) days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

**16. Range of bid**

Only bid price that fall within 15% below and or above the Quantity Surveyor's cost estimate will be considered.

**17. COSTS INCURRED BY BIDDER**

The Employer will not be responsible for nor will he pay for expenses or losses, which may be incurred by any Bidder in the preparation of the Bid or in visiting the site in connection therewith.

**18. DETAILS CONFIDENTIAL**

The Bidder shall treat the details of the enquiry, specifications and other documents attached hereto as private and confidential, whether his Bid is accepted or not.

**19. CANVASSING, SOLICITING AND COLLUSION**

The Bidder of any person who canvasses or solicits, or causes to be canvassed or solicited, the support of any person employed by or in the service of the Employer or of the Engineer in favour of his Bid, shall not be considered.

Collusion between two or more Bidders is prohibited and will disqualify the Bids submitted, and the Employer may consider legal proceedings against offenders.

**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 bid with the Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of this RB prevail over any attachments. If your bid is not authorised, it will be rejected.]

Bid addressed to:	
Subject of Procurement:	

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

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section I: Invitation for Bids.

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 Security / 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 [forfeiture of the security amount / disqualification on the grounds mentioned in the BD].

The validity period of our quotation is 90 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 30 [Public Entity to insert number] days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within \_\_\_\_\_ [Bidder to insert number] days from date of issue of Purchase Order/ Letter of acceptance.

**Bid 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))**

It is mandatory for the Bid Securing Declaration to be on the bidding company's letterhead with the wording as prescribed hereunder

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 \_\_\_\_\_

Signature \_\_\_\_\_

[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 STATEMENT OF REQUIREMENTS**

**As per separate bound Document**

**For the Statement of Requirements please refer to Volume II, Part A of this Bid Document.**

**B DRAWINGS**

**As per separate bound Document**

**For the Statement of Requirements please refer to Volume II, Part A of this Bid Document.**

**SECTION IV: PRICED ACTIVITY SCHEDULE/BILL OF QUANTITIES**

As per separate bound Document

For the Priced Activity Schedule please refer to Volume II, Part B of this Bid Document.

[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	Quantity	Unit of Measure	Unit Price (NS)	Total Price (NS)
A*	B*	C*	D*	E	F
1	Amount brought forward from Volume II Part B of Quotation document	1	L/sum		
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		



**SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET**

[Bidders should complete columns C and D with the specification and performance of the Works offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification 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	Supply, Delivery, Installation, Commissioning & Maintenance of the Telephone and PABX Installation		

\* Columns A and B to be completed by Public Entity.

**Specification and Compliance Sheet Authorised by:**

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

## **SECTION VI: CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **General Conditions of Contract**

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 available on the website of the Ministry of Health and Social Services ([www.mhss.gov.na](http://www.mhss.gov.na)) except where modified by the Special Conditions below

**SECTION VII: SPECIAL CONDITIONS OF CONTRACT**

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract. [This section is to be customised by the Public Entity to suit the requirements of the specific procurement].

<b>A. General</b>	
<b>Employer GCC 1.1(r)</b>	The Employer is <b>Ministry of Health and Social Services; Harvey Street, Windhoek West, Windhoek; Private Bag 13198, Windhoek; Authorized representative: Mr. T. Mbeeli, Thomas.Mbeeli@mhss.gov.na</b>
<b>Intended Completion Date GCC</b>	The Intended Completion Date for the whole of the Works shall be <b>2020-06-06</b>
<b>Project Manager GCC 1.1(y)</b>	The Project Manager is Jack Mutua Architects Inc., PO Box 32160, Pioneerspark, Windhoek.
<b>Site GCC 1.1(aa)</b>	The Site is located at Okahao in the Omusati region and is defined on the Architects drawings, available at the Project Manager's office.
<b>Start Date GCC 1.1(dd)</b>	"The Start Date shall be <b>7 days</b> after signing of Contract"
<b>The Works GCC 1.1(hh)</b>	The Works consist of Supply, Delivery, Installation, Commissioning & Maintenance of Telephone and PABX Installation.
<b>Interpretation GCC 2.2</b>	Sectional Completions are: N/A
<b>Interpretation GCC2.3</b>	The following documents also form part of the Contract: i) Volume II: Technical Document.
<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>GCC 5.1</b>	The Project manager <b>may</b> delegate any of his duties and responsibilities.

<p><b>Notices GCC 6</b></p>	<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</p> <p>The Permanent Secretary  Ministry of Health &amp; Social Services  Ministerial Bldg, Harvey Str, P/Bag 13198, Windhoek, Namibia</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> <hr/> <hr/> <hr/>
<p><b>GCC 8.1</b></p>	<p>Schedule of other contractors:</p> <ul style="list-style-type: none"> <li>i) Mains Works Contractor</li> <li>ii) Specialist installations by direct contractors shall take place during the construction period and the contractor will arrange his construction program to make allowance for the following amongst others: <ul style="list-style-type: none"> <li>a) Fire protection system installation</li> <li>b) Fire detection system installation</li> <li>c) Air-conditioning and ventilation installation</li> <li>d) UPS installation</li> <li>e) Cold room installation</li> <li>f) Data and network installation</li> </ul> </li> </ul>
<p><b>Insurance GCC 13.1</b></p>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> <li>(a) for the Works, Plant and Materials: <b>120% of the Contract sum</b></li> <li>(b) for loss or damage to Equipment: <b>for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer but to a minimum of NS500,000.00.</b></li> <li>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <b>N/A</b></li> <li>(d) for personal injury or death: <ul style="list-style-type: none"> <li>(i) of the Contractor's employees: <b>The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works to a minimum of NS2,000,000.00.</b></li> <li>(ii) of other people: <b>A minimum of NS2,000,000.00.</b></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: <b>To be covered by insurance for the Works, Plant and Materials.</b></li> </ul>

	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.
<b>Site Data GCC 14.1</b>	Site Data are: <b>None.</b>
<b>Possession of the Site GCC 20.1</b>	The Site Possession Date(s) shall be: <b>7 days of award of contract.</b>
<b>GCC 23.1 &amp; GCC 23.2</b>	Appointing Authority for the Adjudicator: <b>No Adjudicator shall be appointed for this Contract.</b>
<b>Procedure for Disputes GCC 24</b>	<p>In case a dispute of any kind arises between the Employer and the Contractor in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Employer's Representative, the matter in dispute shall, in the first place, be referred in writing to the employer's representative, with a copy to the other party.</p> <p>The Employer and the Contractor shall make every effort to resolve the dispute amicably by direct informal negotiation. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Public Entity or the Contractor may give notice to the other party of its intention to refer the matter to:</p> <p>The President of the Namibian Council for Architects and Quantity Surveyors</p> <p><b>Commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</b></p>
<b>GCC 24.3</b>	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: <b>N/A</b>
<b>GCC 24.4</b>	Any dispute or difference in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration in accordance with Namibian Laws by an Arbitrator to be appointed by both parties to the dispute. The Arbitrator shall be selected by the contractor from two or more nominations experienced in Infrastructure Arbitrations proposed by the President of the Namibia Council of Architects and Quantity Surveyors. In the case of or no agreement by an Arbitrator to be appointed by the President of the Namibia Council of Architects and Quantity Surveyors. The Arbitrator fees will be borne by the losing party. Any decision of the Arbitrator.
<b>B. Time Control</b>	
<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 Notification of award.
<b>GCC 25.3</b>	Program updates shall not be required.
<b>C. Quality Control</b>	

<b>Defects Liability Period</b> GCC 33.1	The Defects Liability Period is: <b>365 days.</b>
<b>Payment Certificates</b> GCC 39.7	“Payment shall be made as per progress of works with payment for materials on site”.
<b>Payments</b> 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.
<b>D. Cost Control</b>	
<b>Adverse weather Conditions</b> GCC 41.1 (l)	<b>Namibia Meteorological Service.</b>
<b>GCC 43.1</b>	The currency of the Employer’s country is: <b>Namibian Dollars.</b>
<b>Price Adjustment</b> GCC 44.	The Contract is <b>not</b> subject to price adjustment in accordance with GCC Clause 44, and the following information regarding coefficients <b>does not</b> apply.
<b>Retention</b> GCC 45.	(ii) 10% of the amount shall be retained from any payment. Half of the retention money will be released after formal taking over of the Works and the remaining shall be released after the Defect Liability Period subject to the Contractor making good all defects.*
<b>Liquidated Damages</b> GCC 46.1	The liquidated damages for the whole of the Works are <b>N\$500.00 per day.</b> The maximum amount of liquidated damages for the whole of the Works is <b>5% of the Contract Sum.</b>
<b>Bonus</b> GCC 47.1	The rate for the Bonus per calendar day is: Not Applicable
<b>Advance Payment</b> GCC 48.1	(i) No advance payment shall be made
<b>Performance Security</b> GCC 49.1	(i) A Performance Security in the form of a Bank Guarantee representing 10% of the final contract price shall be required.*
<b>E. Finishing the Contract</b>	
<b>GCC 55.1</b>	Notwithstanding the contents of GCC 55.1: <b>The Contractor shall supply the Project Manager with his Final Account within 28 days of Completion.</b>
<b>GCC 56.1</b>	“As built” drawings or operating and maintenance manuals are required and shall be supplied to the Employer by the contractor no later than: <b>Completion Date.</b>
<b>GCC 56.2</b>	Amount to be withheld should the maintenance and operation manuals not be provided is: <b>the amount of the Retention Fund normally released on Completion.</b>

<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 <b>15%</b>
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**SECTION VIII: CONTRACT FORMS**

[This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.]

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**PERFORMANCE SECURITY (BANK GUARANTEE)**

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

.....  
Date: [insert date (as day, month, and year) of Bid Submission]

.....  
Procurement Reference No. and title: [insert no. and title of bidding process]

.....  
Bank's Branch or Office: [insert complete name of Guarantor]

.....  
**Beneficiary:** [insert complete name of Purchaser]

**PERFORMANCE GUARANTEE No.:** [insert Performance Guarantee number]

We have been informed that [insert complete name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of goods and related services] (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 [insert amount(s)<sup>1</sup>] 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 the [insert number] day of [insert month] [insert year],<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

**Bank's seal and authorized signature(s):**.....

**C QUOTATION CHECKLIST SCHEDULE**

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

<sup>1</sup> The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

<sup>2</sup> 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 16.2 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."

Description	Attached (please tick if submitted and cross if not)
Quotation letter	
Priced Activity Schedules	
Specification and Compliance Sheet	
Bid Securing Declaration	
Valid Company Registration Certificate	
Original valid Good Standing Tax Certificate	
Original valid Good Standing Social Security Certificate	
Valid Certified copy of Affirmative Action Compliance Certificate	
Qualification Criteria Section I, Item 11 and necessary backup documentation	
Further backup documentation as necessary.	

**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 bid 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.