

## **Procurement Management Unit**

Issue Date: 19 September 2025 Closing Date: 10 October 2025

**Request for Sealed Quotations for Works** 

Repair of Leaking Roofs at the Namibia Qualifications Authority (Lump-Sum Contract)

Procurement Reference No: W/RFQ/NQA-24/2025/26

| Bidder's  |                  |
|-----------|------------------|
| Name:     |                  |
| Contact   | Tel:             |
| Details:  | Email:           |
| Total Quo | te Amount (N\$): |

Namibia Qualifications Authority Private Bag 13247 Windhoek Namibia

Phone: +264 61 384 100 Fax: +264 61 384 114

Website: www.namqa.org



#### Letter of Invitation

Procurement Reference No: W/RFQ/NQA-24/2025/26 Date: 19/09/2025

Dear Sir/Madam,

# Request for Quotations for the repair of leaking roofs at the Namibia Qualifications Authority

The Namibia Qualifications Authority invites you to submit your best quote for the works described in detail hereunder.

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

Queries, if any, should be addressed to Ms. Johanna Filippus at Johanna.Filippus@namqa.org or +264 (61) 384 165.

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

Yours faithfully,

**Smart Isaacs** 

**Head: Procurement Management Unit** 

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

#### 1. Rights of Public Entity

The NQA reserves the right:

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

#### 2. Preparation of Quotations

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

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

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

#### 3. Validity of Quotations

The quotation validity period shall be 90 days from the date of bid submission deadline.

#### 4. Eligibility Criteria

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

- a) submit an originally certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963)), of a full valid Founding Statement including any amendment, and with a Certificate of Incorporation, clearly indicating ownership and shares.
- b) submit an original or originally certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963)), of a valid Good Standing Tax Certificate; Certificate must be valid at the date of submission.
- c) submit an original or originally certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963)), of a valid Good Standing Social Security Certificate; Certificate must be valid at the date of submission.
- d) submit a valid originally certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), 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 or a valid certified copy of the original document; **Certificate must be valid at date of submission**.

- e) submit a **Written Undertaking** in terms of section 138 of the Labour Act, 2007 and section 50(2)(d) of the Public Procurement Act, 2015.
- f) submit a signed Bid Securing Declaration.
- g) attach Reference letter(s), Site Handover or Completion Certificate(s) of at least three (3) successfully completed similar projects not older than 5 years.
- h) The bidder's principal business should be Repair, Maintenance or Construction of Roofs (company registration/founding statement document submitted with the bid document must ascertain the services provided).
- i) Bidder must attend a COMPULSORY SITE VISIT (Only bidders who attended shall be considered) to be held on Monday, 06 October 2025 at 11h00 AM at the NQA Head Office (Boardroom).

#### 5. Bid Security/Bid Securing Declaration

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

#### 6. Works Completion Period

The completion period for works shall be 30 working days after the issue of a 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.

#### 8. Submission of Quotations

Quotations should be delivered to Namibia Qualifications Authority, Head Office, Corner of Simeon Shixungileni and Dr. W. Külz Street Windhoek not later than Friday, 10 October 2025 at 10h00 am. Quotations by post or hand delivered should reach Namibia Qualifications Authority, situated at Corner of Simeon Shixungileni and Dr. W. Külz Street Windhoek by the same date and time at latest. Late quotations will be rejected.

#### Quotations received by e-mail 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 Security/Bid Securing Declaration, will be posted on the website of the Public Entity 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, subject to Margin of Preference where applicable, to determine the lowest 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

The applicable margins of preference and the documentary evidence required are outlined in the table below. Moreover, in addition to the documentary evidence outline in the table below, a bidder <a href="MUST">MUST</a> include a declaration in its bid, outlining the preference the bidder qualifies for (this declaration doesn't have to be from the Police, the bidder can type one and duly sign it on the company letterhead):

## $A = \frac{\text{Margin of Preference x Bid Price}}{100}$

| No. | Categories<br>of<br>bidders |  | Margin of<br>preferences | Documentary evidence to be<br>submitted with the bid.<br>(all the documents required per<br>category must be submitted)  | Documen t evidence submitted (bidder to indicate yes/no by ticking) Yes No |  |
|-----|-----------------------------|--|--------------------------|--|--|--|
| 1.  | Manufacturer                | "manufacturer" means a person or a company that is involved in the physical or chemical transformation of materials or components into new products whether or not –(a) the transformation is through work -  (i) performed by a power-driven machine or by hand; or  (ii) done in a home or factory; or  (iii) the new products | 2%                       | a) Certified copy of Certificate of registration from a registering authority  b) Declaration (under oath) by the bidder that the manufactured goods meet the local content as determined in Annexure 1 of Code of Good Practice, as per the cost structure for Value Added Calculation. | 163  |  |

| 2. | Micro, Small<br>and medium<br>Enterprise                | are sold on a wholesale or retail basis;  a bidder who is a MSME, means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51% owned by Namibians  | 1%        | a) Certified copy of SME registration certificate     b) Declaration (under oath) indicating the percentage of Namibian MSME   |  |
|----|---|---|-----------|--|--|
| 3. | Women-owned enterprise                                  | a bidder who is a woman or<br>whose minimum equity is<br>51% owned by Namibian<br>women   | 1%        | a) Certified copy of Identity     Documents (IDs) of all shareholders     b) Certified copy of founding     statement/company registration     indicating ownership     structure/certified copy of     shareholder certificate     c) Declaration (under oath)     indicating the percentage of     Namibian female ownership           |  |
| 4. | Youth owned enterprise                                  | a bidder who is a youth or whose minimum equity is 51% owned by Namibian youths.  "youth" means a young person aged from 16 to 35 years old as per Section 1 of the National Youth Council Act, 2009 (Act No. 3 of 2009)  | 2%        | a) Certified copy of IDs of all shareholders     b) Certified copy of founding statement/company registration indicating ownership structure/certified copy of shareholder certificate     c) Declaration (under oath) indicating the percentage of Namibian youth ownership   |  |
| 5. | Previously Disadvantaged, Person (PDP) owned enterprise | a bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs  "Previously disadvantaged persons" means persons contemplated in Article 23(2) of the Namibian Constitution and includes - (a) women; and (b) persons with any disability as defined in the National Disability Council Act, 2004 (Act No. 26 of 2004);" | 2%        | a) Certified copy of IDs of all shareholders b) Certified copy of founding statement/company registration indicating ownership structure/certified copy of shareholder certificates c) Declaration (under oath) indicating the percentage of Namibian PDPs ownership (declaration to specify which category of PDP is being applied for) |  |
| 6. | Supplier providing environmental protection             | A bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document  | 1%        | Declaration (under oath) by the bidder that the latter deals with environmental protection   |  |
| 7. | Suppliers<br>providing<br>employment to<br>Namibian     | A bidder who employs 50% or<br>more Namibian citizens   | 1%<br>10% | a) Declaration (under oath) that the bidder employs 50% or more Namibian citizens. b) Certified copies of IDs of Namibian citizens employed by the bidder  |  |

#### 14. 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 Agreement and General Conditions of Contract.

#### 15. Notification of Award and Debriefing

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

#### **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:        | Namibia Qualifications Authority  |
|--------------------------------|---|
| Procurement Reference Number:  | W/RFQ/NQA – 24/2025/26  |
| Subject matter of Procurement: | Repair of Leaking Roofs at the Namibia Qualifications Authority (Lump-Sum Contract) |

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 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 [forfeiture of the security amount / disqualification on the grounds mentioned in the BDS]

| The validity period of our Quotation isdate of the bid submission deadline.  | days <i>[insert number of days]</i> from the |
|--|--|
| We confirm that the prices quoted in the Priced will not be subject to revision or variation, if we expiry date of the quotation validity. | •  |
| Works will commence within<br>of Purchase Order/ Letter of Acceptance.   | [insert number] days from date of issue      |
| Works will be completed withinissue of Purchase Order/ Letter of acceptance.   | [insert number]days from date of             |

**Quotation Authorised by:** 

| Name of Bidder                       |  |        | Company's | s Address  | and seal   |  |  |
|--------------------------------------|--|--------|-----------|------------|------------|--|--|
| Contact Person                       |  |        |           |            |            |  |  |
| Name of Person Authorising the Quota |  | ation: | Position: |            | Signature: |  |  |
| Date                                 |  |        | Phone     | No./E-mail |            |  |  |

#### **BID SECURING DECLARATION**

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

Date: 16/09/2025

Procurement Ref No.: W/RFQ/NQA - 24/2025/26

To: Namibia Qualifications Authority, Corner of Simeon Shixungileni and Dr. W. Külz Street Windhoek.

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 per | son whose name and capacity are shown]                         |
| Capacity of:             |  |
|                          | of person(s) signing the Bid Securing Declaration]             |
| Name:                    |  |
|                          | of person signing the Bid Securing Declaration]                |
| Duly authorized to sigr  | the bid for and on behalf of: [insert complete name of Bidder] |
| Dated on                 | day of   |

Corporate Seal (where appropriate)

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

\*delete if not applicable / appropriate



## 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:                         |
|  |
| PROCUREMENT DETAILS                    |
| ocurement Reference No.:               |
|  |

| Procurement Description:  |
|---|
|   |
|   |
| Anticipated Contract Duration:  |
| Location where work will be done, good/services will be delivered:  |
|   |
| 3. UNDERTAKING  |
| I   |
| 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:

A labour inspector may conduct unannounced inspections to assess the level of compliance
 This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.

#### SECTION III: STATEMENT OF REQUIREMENTS

The scope of works includes the following specifications as stipulated in the price activity schedule, but not limited to:

Repair of leaking roofs at Namibia Qualifications Authority offices

- Inspection and assessment of all identified leaking roof areas.
- Repair of damaged roofing sheets and waterproofing materials.
- > Sealing of joints, ridges, valleys, gutters, and flashings to prevent further leakage.
- > Finishing, and ensuring structural safety of the repaired roofs.
- Provision of all required materials, tools, and labour.
- (a) **FINANCE BUILDING: 175m<sup>2</sup>**(only leaking at end wall flashing)

Roof build type: shed roof Roof type: corrugated sheeting

- 1. Repair and seal leaking end wall flashing:24m
- 2. Replace loose roof nails
- (b) **ADMIN BUILDING:** 155M<sup>2</sup> (not leaking)

Roof build type: cross hipped roof Roof type: corrugated sheeting

1. Check and replace loose roof nails

#### (c) NQA HOUSE INCLUDING GUARDHOUSE

Roof build type: butterfly roof Roof type: clip-lok roof sheeting

Roof Area: 340m<sup>2</sup>

#### Repair roof leakages

- 1. 6x butterfly roof slopes: 283m<sup>2</sup>
- 2. Resealing of roof edge flow with rubberized roof sealing:18m<sup>2</sup>
- 3. Seal flashing edges with rubberised roof sealer
- 4. Repair slope towards northern end of the box gutter (water pooling)
- 5. Sealing of Guardhouse

#### Bidder are required to attend a mandatory/compulsory site meeting scheduled to take place as follows:

Date: 06 October 2025

Time: 11h00

Place: The NQA Head Office

Reminder: 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.

### **SECTION IV: PRICED ACTIVITY SCHEDULE**

Procurement Reference Number: W/RFQ/NQA - 24/2025/26

[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.

| Ite<br>m   | Brief Description of Works  | Total Price              |       |  |  |
|------------|---|--------------------------|-------|--|--|
| No         |   |                          | (N\$) |  |  |
| <b>A</b> * | B*  |                          | С     |  |  |
|            | Repair Roof leakag  |                          |       |  |  |
| Α          | FINANCE BUILDING: 175m <sup>2</sup> (only leaking Roof build type: shed roof Roof type: corrugated sheeting | ng at end wall flashing) |       |  |  |
|            | Repair and seal leaking end wall flashi   | ng:24m                   |       |  |  |
|            | 2. Replace loose roof nails   |                          |       |  |  |
| В          | ADMIN BUILDING: 155M²(not leaking) Roof build type: cross hipped roof Roof type: corrugated sheeting        |                          |       |  |  |
|            | Check and replace loose roof nails  |                          |       |  |  |
| С          | NQA HOUSE INCLUDING GUARDHOUSE (340m²) Roof build type: butterfly roof Roof type: clip-lok roof sheeting    |                          |       |  |  |
|            | 4. Resealing of 6x butterfly roof slopes: 283m <sup>2</sup>   |                          |       |  |  |
|            | 5. Resealing of roof edge flow with rubbe sealing:18m <sup>2</sup>  | rized roof               |       |  |  |
|            | 6. Seal flashing edges with rubberised ro   | of sealer                |       |  |  |
|            | 7. Repair slope towards northern end of the box gutter (water pooling)                                      |                          |       |  |  |
|            | 8. Seal Guardhouse roof   |                          |       |  |  |
|            | Enter 0% VAT rate if VAT exampt   | Subtotal                 |       |  |  |
|            | Enter 0% VAT rate if VAT exempt.  | VAT @ %                  |       |  |  |
|            |   |                          |       |  |  |

<sup>\*</sup>Columns A to D to be completed as applicable by the Public Entity

## **Priced Activity Schedule Authorised By:**

| Name:                            |  |       | Signa | ature: |  |
|----------------------------------|--|-------|-------|--------|--|
| Position:                        |  |       | Date  | :      |  |
| Authorised for and on behalf of: |  | Compa | any   |        |  |

#### SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: W/RFQ/NQA - 24/2025/26

[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 noncompliance/deviation to the specifications required. Attach detailed technical literature if required. Authorise the specifications offered in the signature block below]

| Ite<br>m<br>No | Specifications and Performance<br>Required   | Compliance of Specifications and Performance Offered | Details of Non-<br>Compliance/<br>Deviation<br>(if applicable) |
|----------------|--|--|--|
| <b>A</b> *     | <b>B</b> *   | С  | D  |
|                |  |  |  |
| Α              | FINANCE BUILDING: 175m² (only leaking at end wall flashing) Roof build type: shed roof               |  |  |
|                | Roof type: corrugated sheeting   |  |  |
|                | Repair and seal leaking end wall flashing: 24m   |  |  |
|                | 2. Replace loose roof nails  |  |  |
| В              | ADMIN BUILDING: 155M²(not leaking) Roof build type: cross hipped roof Roof type: corrugated sheeting |  |  |
|                | 3. Check and replace loose roof nails  |  |  |
| С              | NQA HOUSE INCLUDING GUARDHOUSE (340m²) Roof build type: butterfly roof                               |  |  |
|                | Roof type: clip-lok roof sheeting  |  |  |
|                | 4. Resealing of 6x butterfly roof slopes: 283m <sup>2</sup>  |  |  |
|                | 5. Resealing of roof edge flow with rubberized roof sealing:18m²                                     |  |  |

| Ite<br>m<br>No | Specifications and Performance<br>Required                             | Compliance of Specifications and Performance Offered | Details of Non-<br>Compliance/<br>Deviation<br>(if applicable) |
|----------------|--|--|--|
| <b>A</b> *     | <b>B</b> *   | С  | D  |
|                | Seal flashing edges with     rubberised roof sealer                    |  |  |
|                | 7. Repair slope towards northern end of the box gutter (water pooling) |  |  |
|                | 8. Seal Guardhouse roof  |  |  |

## **Specifications and Compliance Sheet Authorised By:**

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

<sup>\*</sup> Columns A and B to be completed by Public Entity.

# SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. **W/RFQ-GCC**) available on the website of the Public Entity (insert website address) except were modified by the Special Conditions below

#### SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: W/RFQ/NQA -24/2025/26

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].

| GCC Clause<br>Reference               | Special Conditions   |
|---------------------------------------|--|
| Employer<br>GCC 1.1(r)                | Namibia Qualifications Authority   |
| Intended<br>Completion<br>Date<br>GCC | The intended completion date is 31 October 2025:   |
| Project<br>Manager<br>GCC 1.1(y)      | The Project Manager is: Mr. Smart Isaacs   |
| Site<br>GCC 1.1(aa)                   | The Site is located at the Coner of Dr W Kulz and Simeon Shixungileni Street (NQA Head Office)                                       |
| Start Date<br>GCC 1.1(dd)             | The Start Date shall be upon issuing of purchase order   |
| The Works<br>GCC 1.1(hh)              | The Works consist of: Refer to - SECTION III: STATEMENT OF REQUIREMENTS  |
| Interpretation GCC 2.2                | The project will be completed in the following sections: The project shall be completed at once                                      |
| Interpretation GCC2.3                 | The following additional documents shall form part of the contract:  - GENERAL CONDITIONS OF CONTRACT [REQUEST FOR QUOTATION, WORKS] |

| GCC Clause<br>Reference               | Special Conditions   |  |
|---------------------------------------|--|--|
|                                       | - This bidding document  |  |
|                                       | - The Purchase Order   |  |
|                                       | - Any other Document that might be issued by the NQA   |  |
|                                       | <ul> <li>All information communicated by the NQA during the<br/>mandatory/ compulsory site inspection</li> </ul>   |  |
| Language and                          | The language of the contract is English  |  |
| Law<br>GCC 3.1                        | The law that applies to the Contract is the law of Namibia.  |  |
| Project<br>Manager's<br>Decisions 4.1 | The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.  |  |
| Delegation<br>GCC 5.1                 | The Project Manager [may] delegate his/her duties subject to the approval of the NQA.  |  |
| Notices<br>GCC 6                      | Any notice shall be sent to the following addresses:  For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact's name shall be: Mr. Smart Isaacs  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   |  |
| Insurance<br>GCC 13.1                 | The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles for the following events which are due to the Contractor's risks:  (a) for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc)  (b) for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.  (c) for loss or damage to property (except the Works, Plant Materials and Equipment) in connection with |  |
|                                       | 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  |  |

| GCC Clause<br>Reference             | Special Conditions  |  |
|-------------------------------------|---|--|
|                                     | contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).  |  |
|                                     | (d) for personal injury or death:   |  |
|                                     | (i) of the Contractor's employees:[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].  |  |
|                                     | (ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].  |  |
|                                     | (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.  |  |
|                                     | The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.   |  |
| Site Date<br>GCC 14.1               | The site Data shall be Both the NQA Office and the Contractor's Office  |  |
| Possession of the Site GCC 20.1     | Upon issuing of the purchase order  |  |
| Procedure for<br>Disputes<br>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<br>GCC 25.1                 | The Contractor shall submit for approval a Program for the Works within 3 working days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.  |  |
| GCC 25.3                            | Program updates [insert shall] be required.   |  |
| Defects<br>Liability Period         | The Defects Liability Period is: 12 months  |  |

| GCC Clause<br>Reference                          | Special Conditions   |  |
|--|--|--|
| GCC 33.1   |  |  |
| Payment<br>Certificates<br>GCC 39.7              | A single statement of the estimated value of the work executed shall be submitted on completion of the Works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor".  |  |
| Payments<br>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<br>weather<br>Conditions<br>GCC 41.1 (I) | Namibia Qualifications Authority will define adverse weather conditions  |  |
| Price<br>Adjustment<br>GCC 44.                   | The Contract [is not] subject to price adjustment.   |  |
| Retention<br>GCC 45.                             | 10% of the amount shall be retained from any payment. Half of<br>the retention money will be released after formal taking over of<br>the Works and the remaining shall be released after the Defect<br>Liability Period subject to the Contractor making good all defects. |  |
| Liquidated<br>Damages<br>GCC 46.1                | The liquidated damages for the whole of the Works are [0.5 %] per day.   |  |
| Bonus<br>GCC 47.1                                | The rate for the Bonus per calendar day is: <b>N/A</b>   |  |
| Advance<br>Payment<br>GCC 48.1                   | (i) No advance payment shall be made   |  |
| Performance<br>Security<br>GCC 49.1              | (i) No Performance Security is required  |  |
| GCC 56.1   | "As built" drawings or operating and maintenance manuals [are not] required.   |  |
| GCC 59.1   | The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is: 50%  |  |

## **QUOTATION CHECKLIST SCHEDULE**

#### **Procurement Reference No.:**

| Description                        | Attached | Not<br>Attached |
|------------------------------------|----------|-----------------|
| Quotation letter                   |          |                 |
| Priced Activity Schedules          |          |                 |
| Specification and Compliance Sheet |          |                 |
| Reference letter (s)               |          |                 |
| Mandatory documents                |          |                 |