



REHOBOTH TOWN COUNCIL

Tel: (062) 521800 Private Bag 2500 Fax (062) 522090, Rehoboth, Namibia, Email: towncreh@mweb.com.na

BIDDING FOR WORKS FOR HARDAP REGION CONTRACTORS.

**Request for Quotation for the drilling of 2 Boreholes in
Rehoboth Townlands for the Rehoboth Town Council**

Procurement Reference No: W/RFQ/RTC-139/2023

**Rehoboth Town Council
851, Niklaas Oliver Street
Rehoboth
NAMIBIA**

**Tel: (+264) 62 521 807
Fax: (+264) 62 522 090
E-mail: procurement@rtc.org.na**

Issued on: Monday, 13 May 2024

Closing date & Time: Friday, 14 June 2024 @11H00 AM

NAME OF BIDDER:	
BID AMIUNT:	



REHOBOTH TOWN COUNCIL

Tel: (062) 521800 Private Bag 2500 Fax (062) 522090, Rehoboth, Namibia, Email: towncreh@mweb.com.na

Letter of Invitation

W/RFQ/RTC-139/2023

13 May 2024

Dear Sirs/Madams,

Invitation for Bids for:

Request for Quotation for the drilling of 2 Boreholes in Rehoboth Townlands for the Rehoboth Town Council.

The Rehoboth Town Council invites you to submit your best bid for the works described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in the document.

The purpose of the assignment is as follows:

- a) To provide services for the **drilling of 2 Boreholes in Rehoboth Townlands for the Rehoboth Town Council.**

Queries if any, should be addressed to our Head of Procurement,

Ms. M.S. Wemmert-Bruwer: procurement@rtc.org.na

Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.

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

Yours faithfully,

Ms. M.S. Wemmert - Bruwer
Head of Procurement

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Rehoboth Town Council reserves the right:

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

2. Preparation of Quotations

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

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

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

3. Validity of Quotations

The quotation validity period shall be **120 days** from the date of bid submission deadline.

4. Eligibility Criteria

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

- (a) have a valid certified copy of **Company Registration Certificate**;
- (b) have an original valid **Good Standing Certificate with NAMRA**;
- (c) have a valid certified copy of **BIPA Good Standing**
- (d) have an original valid **Good Standing Certificate with the Social Security Commission**;
- (e) have a valid certified copy of **Affirmative Action Compliance Certificate** or 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) have a **Certificate indicating SME Status**;
- (g) Complete and signed **Quotation Letter**;
- (h) Submit complete signed and stamped **Bid-securing Declaration**;
- (i) **Witten undertaking** in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015;
- (j) Completed, signed, and stamped **Priced Activity Schedule**;
- (k) Compliance with items as stated in the **Specifications and Compliance Sheet**.
- (l) A valid certified copy of a Fitness Certificate from any town in Hardap Region.

5. Bid Security and Bid Securing Declaration

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

A performance Guarantee **will not** be required for this project.

6. Works Completion Period

The completion period for works shall be **30 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 Rehoboth Town Council Procurement Committee with the Bidder's name and contact information at the back of the envelope.

8. Submission of Quotations

The closing date for the Quotations is **Friday, 14 June 2024 at 11H00 AM**

(Namibian time). **Late quotations will be rejected. Electronic submissions/quotations will not be accepted.**

Quotations should be deposited in the Quotation/Tender Box located at:

Rehoboth Town Council Head Office,

Ground Floor

Erf 851, Niklaas Oliver Street, Rehoboth

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 valid Bid Securing Declaration.

10. Evaluation of Quotations

The Public Entity shall have the right to request for clarifications in writing during evaluation. All received bids shall be evaluated as per the Evaluation Criteria as stated in clause 17. 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

N/A

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.

16. Terms of Reference

Background and Description of services:

The Rehoboth Town Council has allocated land for new residential extensions within the townland borders to be serviced. However, these new extensions are further away from the existing municipal services and connecting them would be a costly exercise.

Therefore, the purpose of this bid is to **appoint a Firm (The Contractor)**, on a **fixed cost basis**, to provide services in drilling of 2 new boreholes complete with all piping at predetermined sites.

Please see *Annexure A-1* for a detailed breakdown of the borehole sighting.

Appointment and Delivery Period

1. The works shall be concluded within a **four (4) week period** after the date of contract signing.
2. A penalty of **N\$500.00** of the agreed fee will be deducted **per day** from the agreed fee for delay.

Fees and Payment of Fees

1. The Bidder is to submit a **firm and fixed offer** for the services required based on the information given.
2. Bidder is required to prepare a **payment schedule**.

Deliverables

1. Drilling of 2 boreholes at predetermined sites.

17. Evaluation Criteria

This section contains supplementary criteria that the Employer shall use to evaluate quotations.

The Employer reserves the right to check the information provided by the bidders. If the bidder supplied wrong information, the Employer reserves the right to reject the quotation.

In addition to the criteria listed in ITB4, the following criteria shall apply:

a) Technical Evaluation:

All bids will be checked for compliance with the following criteria and will be given a technical score. The minimum technical score is 70%.

ITEM	MAX. POINTS
Relevant Firm Experience:	40
Number of similar projects (drilling of boreholes) completed within the last 5 years :	
4 or more projects	40
3 projects	30
2 projects	20
1 project	10
BIDDER TO ATTACH CERTIFIED COMPLETION CERTIFICATES OR REFERENCE LETTERS.	
Relevant Staff and Experience:	30
Hydrologist:	
10 years of working experience as a hydrologist in similar borehole drilling projects. (1 points for each year)	10
A Diploma in Hydrology or related fields as a minimum qualification requirement.	10
Land Surveyor:	
5 years of working experience as a surveyor in similar borehole drilling projects. (1 points for each year)	5
A Diploma in Geomatics / Land Surveying or related fields as a minimum qualification requirement.	5
CVs, QUALIFICATIONS, AND LETTERS OF INTENT TO BE PROVIDED AND SIGNED BY EACH STAFF MEMBER.	

Plant Capacity:	30
<p>Drilling Rig:</p> <p>Bidder to submit proof of ownership (registration papers from NATIS) of a functional borehole drilling rig. If the rig is not registered under the bidder's name / the bidder is not the legal owner, then the bidder must submit a Letter of Intent from the relevant owner stating that the bidder has authorization to use the drilling rig for this assignment.</p> <p>Bidder to submit supporting photographs with timestamps highlighting the condition of the borehole drilling rig. The photographs must have been taken within the last 2 years. Bidder to also provide the make and model of the rig.</p>	<p>20</p> <p>10</p>
Total:	100

At this stage all bids which have achieved a **minimum Technical Score of 70%** (70 points) will be deemed **Technically Responsive** and be considered for further evaluation.

b) Financial Evaluation:

There will be no formal financial evaluation, however, the Technically Responsive bids will be checked for arithmetic correctness and the bidder's rates will be compared to the market related prices in the area.

c) Range of Bid:

Bids that fall within a range of 10% below or 5% above the official estimated cost, including provisional sums, contingencies, escalation, and VAT, will be considered for award of this contract.

Bids will be evaluated based on Eligibility Criteria, Technical Compliance, and Total Cost and Range of Bid. **The lowest responsive Bid which falls within the acceptable range will be selected to execute the work.**

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:	REHOBOTH TOWN COUNCIL
Procurement Reference Number:	W/RFQ/RTC-139/2023
Subject matter of Procurement:	Request for Quotation for the drilling of 2 Boreholes in Rehoboth Townlands for the Rehoboth Town Council.

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 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.

The validity period of our Quotation is **90** 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 5 days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within **90** days from date of issue of Purchase Order/ Letter of acceptance.

Quotation Authorised by:

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

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.: W/RFQ/RTC-139/2023

To: REHOBOTH TOWN COUNCIL

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

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

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or
(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:
[insert signature of person whose name and capacity are shown]

Capacity of:.....
[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:
[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder].....

Dated on _____ day of _____
[insert date of signing]

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

*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:.....

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

1. This Request for Quotation (RFQ) is subject to the Public Procurement Act, 2015 and Public Procurement Regulations.
2. No quotation will be considered where alterations have been made to the Request for Quotation Form. Any submission which is not accompanied by all the information, pamphlets, etc. called for or which is not properly typed or completed in ink and signed, will be disqualified.
3. Bidders should familiarize themselves and are encouraged to visit the site and to take the local conditions into account when preparing their quotations. Visiting the site shall however, not be taken into account for the purpose of evaluation of bids.
4. The Bidder shall bear all costs associated with the preparation and submission of their bids.
5. The Rehoboth Procurement Committee does not bind itself to accept the lowest or any other quotation.
6. In the documents submitted, all entries must be in the same handwriting or typing font. Any cancellation must be initialled by the person(s) who sign(s) the quotation in the margin opposite each such cancellation. Any corrections are to be made by drawing a single line with a non-erasable pen through the entry to be corrected and are to be initialled in the margin next to the correction. No erasing / correction fluid is to be used for corrections. If any uncertainty arising during the evaluation of the quotation, regarding the bidding price, due to the use of the latter fluids, the awarding of the contract will be affected.
7. Quotations must be submitted on the official forms and must not be qualified by the tenderer's own conditions of contract.
8. The bid must be addressed to:

**Rehoboth Town Council Head Office,
851, Niklaas Oliver Street, Rehoboth**

To reach the venue not later than 15 minutes before the closing time on the closing date. The total price must be stated on the cover of the relevant document.

9. All bidding documents and drawings remain the property of the Rehoboth Town Council and may not be sold or otherwise disposed of. All recipients of bidding documents (whether submitted or not) shall treat the details of the document with confidentiality.
10. Faxed or emailed bids will not be accepted.
11. The Rehoboth Town Council Procurement Committee will not accept any responsibility whatsoever should a tenderer choose to submit his bid by post or courier and the bid is lost or misplaced. It is therefore preferred and in the bidder's own interest that quotations be delivered directly to the Town Council.
12. If a quotation is posted or couriered, it has to reach the Town Council before the closing date and time.
THE REHOBOTH TOWN COUNCIL WILL NOT TAKE RESPONSIBILITY OR BE ACCUSED FOR ANY NEGLIGENT ACT CAUSED BY COURIER OR POSTAL SERVICES REGARDING LATE DELIVERIES OF QUOTATIONS.

13. The Rehoboth Town Council will not be responsible for or pay for any expenses or losses which may be incurred by any bidder in the preparation and submission of the quotation or in visiting the site in connection therewith.
14. The quotation will only be signed by one person duly authorized to do so.
15. A quotation submitted by a corporation shall bear the seal of the corporation and be attested by its secretary.
16. Any bidder has the right to withdraw, modify or correct his quotation after it has been delivered, subject to the Public Procurement Regulations, Public Procurement Act, 2015, provided that such withdrawal, modification or correction together with full details of such modification or correction is received at the address given for submission of the quotations in writing before the closing date and hour.
17. The original quotation as amended by such written communication will be considered as the bidders offer.
18. The Rehoboth Town Council or the Bid Evaluation Committee may ask any bidder for clarification of quotation, or to amend or adjust imbalanced bidding rates, nevertheless no bidder will be permitted to alter his/her quotation sum after the quotations have been opened. However, clarifications or amendments to imbalanced bidding rates, which do not change the quotation sum may be accepted.
19. The quotation may be amended as follows:

(a) **Arithmetical errors:**

The Rehoboth Town Council reserves the right to correct arithmetical or other errors in the extension of rates and totals in quotations. In no case will quoted rates be adjusted when correcting such errors.

(b) **Imbalance in quoted rates:**

In the event of there being any rate or rates, which are declared to be unacceptable by the Town Council, the bidder will be requested to:

Justify any specific rate or rates, i.e. to give a financial breakdown of how such rate or rates were obtained, subsequently to consider amending and adjusting such rate or rates while retaining the Quotation Sum derived above unchanged and fixed. It must be understood that in the event of the bidder refusing to adjust any rate or rates to the satisfaction of the Town Council, such refusal may prejudice his quotation.

20. Preferences will be given to regional based services providers.
21. All quoted prices and the contract sum must remain firm for the duration of the contract.
22. Preference will be given to bidders providing market related prices. Quotations that are found to be 5% more above the estimate will not be considered in this bid.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/RTC-139/2023**

No	Description	Unit	Qty	Rate	Amount
VAT NO:					
1	Drilling of Borehole 1 in accordance with the recommendations (7.2) given on pages 15-16 of the sighting report attached as <i>Annexure A-1</i> of this bid document.	m	100	N\$	N\$
2	Drilling of Borehole 2 in accordance with the recommendations (7.2) given on pages 15-16 of the sighting report attached as <i>Annexure A-1</i> of this bid document.	m	100	N\$	N\$
3	Transportation costs for mobilization of plant to site.	Sum	1	N\$	N\$
4	Lump sum for establishment of site, setting out of works, and site removal.	Sum	1	N\$	N\$
SUB TOTAL:					N\$
VAT (15%):					N\$
GRAND TOTAL:					N\$

Price Activity Schedule Authorised By:

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

[seal]

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **W/RFQ/RTC-139/2023**

[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	Drilling of 2 boreholes at predetermined sites in accordance with the recommendations (7.2) given on pages 15-16 of <i>Annexure A-1</i> of this bid document.		

Specifications and Compliance Sheet Authorised By:

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

[seal]

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).

SECTION VII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/RTC-139/2023**

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)	REHOBOTH TOWN COUNCIL
Intended Completion Date GCC	The intended completion date is: 4 Weeks after Contract Signing
Project Manager GCC 1.1(y)	The Project Manager(s) are: Helios Engineering Consultants
Site GCC 1.1(aa)	The Site is located in Rehoboth (Bahnhoff)
Start Date GCC 1.1(dd)	The Start Date shall be: at Site Handover and Contract Signing
The Works GCC 1.1(hh)	The Works consist of: Drilling of 2 boreholes as described in the bidding document.
Interpretation GCC2.3	The following additional documents shall form part of the contract: Specifications submitted by bidder.
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	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 GCC 5.1	The Project Manager <i>may</i> delegate his/her duties.

GCC Clause Reference	Special Conditions
<p>Notices GCC 6</p>	<p>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 name shall be Ms. M.S. Wermert-Brewer 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>Insurance GCC 13.1</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"> (a) for the Works, Plant and Materials: (<i>for the full amount of the works including removal of debris, professional fee etc...</i>) (b) for loss or damage to Equipment: (<i>for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i>) (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).</i> (d) for personal injury or death: <ul style="list-style-type: none"> (i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i> (ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i> (e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.

GCC Clause Reference	Special Conditions
	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 Data GCC 14.1	The contractor shall be deemed to have examined any Site Data supplemented by any information available to the Contractor.
Possession of the Site GCC 20.1	The Site Possession Date shall be: Within seven (7) days of execution of works.
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 7 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates <i>shall</i> be required..
Defects Liability Period GCC 33.1	The Defects Liability Period is: 365 days (12 months)
Payment Certificates GCC 39.7	"Payment shall be made as per progress of works <i>without</i> * payment for materials on site.
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: <ul style="list-style-type: none"> (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (l)	<ul style="list-style-type: none"> (a) Reason of any exceptionally adverse weather conditions such as heavy rains, storms, floods, etc. (b) Reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the works.

GCC Clause Reference	Special Conditions
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	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.*
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are N\$ 500.00 per day for contracts above N\$ 500,000.00 and N\$ 300.00 per day for contracts below N\$ 500,000.00 for non-completion.
Advance Payment GCC 48.1	(i) No advance payment shall be made.
Performance Security GCC 49.1	(i) A Performance Security in the form of a Bank Guarantee representing 10% of the final contract price shall be required if the bidder has been awarded a contract more than N\$ 500,000.00 within fourteen (14) days after award.
GCC 56.1	"As built" drawings or operating and maintenance manuals are not required.

SCHEDULE 2

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ/RTC-139/2023

Description	Attached	Not Attached
Company registration certificate		
Good Standing Certificate with NamRA		
Good Standing Certificate with the Social Security Commission		
Affirmative Action Compliance Certificate or letter from EEC.		
Certificate indicating SME		
Quotation Letter		
Bid-securing Declaration		
Witten undertaking in terms of section 138 of the Labour Act, 2015		
Priced Activity Schedule		
Specifications and Compliance Sheet		
Valid Fitness from any town in Hardap Region		

Disclaimer: The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.

ANNEXURE A-1: BOREHOLE SIGHTING REPORT