



REPUBLIC OF NAMIBIA



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**Omaheke Regional Council**

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# **Request for Quotations for Works**

**Construction of Gravel Road at Summerdown**

**Procurement Reference No: W/RFQ/OMA/ORC-024/2024/2025**

*Omaheke Regional Council*

*P/Bag 2277*

*Gobabis*

*062-566500*



REPUBLIC OF NAMIBIA



## Omaheke Regional Council

*Omaheke Regional Council*

*P/Bag 2277*

*Gobabis*

W/RFQ/OMA/ORC-024/2024/2025

28/10/2024

Dear Sirs,

### **Request for Quotations for Construction of Gravel Road at Summerdown**

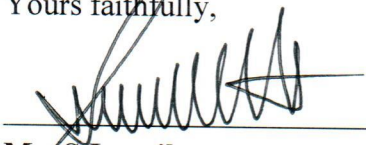
The Omaheke Regional Council invites you to submit your best quote for the works described in detail hereunder.

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

Queries, if any, should be addressed to Mr. R du Plessis, Cell: 0811456807, email [recjtsol@outlook.com](mailto:recjtsol@outlook.com).

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,

  
 28/10/2024  
 Mr. S Imasiku  
 Head: PMU

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

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

The Omaheke Regional Council reserves the right:

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

### **2. Preparation of Quotations**

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

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV is replaced by the Bill of Quantity attached to the document;
- (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 30 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 company Registration Certificate;
- (b) have an original certified valid good Standing Tax Certificate;
- (c) have an original certified 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;
- (e) have a certificate indicating SME Status (for Bids reserved for SMEs);
- (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) proof of similar work executed as well as references.
- (i) Detailed Curriculum Vitae of Site Foreman and Builder



j) The client recommends that the contractor register for Vat. It will influence the manner in how the contractor will be paid. Contractor should indicate status of registration as part of the compulsory documents.

k) **Contractors that are interested in bidding should attached proof in the form of reference letters from client on similar project completed. The previous clients should be able to be contacted.**

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

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process. The Bidder shall upon being appointed, a Bid Security as per the format contained in Schedule 1 of this document for an amount of NAD 10% of the contract amount valid up to 60 days beyond the date when the practical completion certificate is issued.

#### **6. Works Completion Period**

The completion period for works shall be **45 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.

#### **8. Submission of Quotations**

Quotations should be deposited in the Quotation/Bid Box located at Omaheke Regional Council Head Office, Gobabis, not later than **13 November 2024, 11H00**. Quotations by post or hand delivered should reach Omaheke Regional Council 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, level of competency according to company profile 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

13.1. The applicable margins of preference and their application methodology are as follows:

**Only contractor that have at least 5 years' experience in road maintenance and completed at least 5 road contracts or similar works may apply.**

**A permanent employee for site foreman/Agent with applicable experience is a prerequisite.**

**Reference letters from clients that can be contacted should be attached as proof of project completion.**

13.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of:

**Proof in work executed must be that satisfy the terms as stated in 13.1 in both cases should be submitted.**

### 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. 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.

**16. Notification of Award and Debriefing**

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

## SECTION II: QUOTATION LETTER

(to be completed by Bidders)

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

Quotation addressed to:	PROCUREMENT COMMITTEE
Procurement Reference Number:	<b>W/RFQ/OMA/ORC-024/2024/2025</b>
Subject matter of Procurement:	<b>Construction of Gravel Road at Summerdown</b>

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

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

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

We have read and understood the content of the Bid 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 is \_\_\_\_\_ days *[insert number of days]* from the date of the bid submission deadline.

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

Works will commence within \_\_\_\_\_ *[insert number]* days from date of issue of Purchase Order/ Letter of Acceptance.

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

### Quotation Authorised by:

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



## Appendix to Quotation Letter

### BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1) (b) and 37(5))

Date: .....

Procurement Ref No.: W/RFQ/OMA/ORC-024/2024/2025

To: Omaha Regional Council  
P/Bag 2277  
Gobabis

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*

[This form is to be deleted if Bid Security is not applicable.]

## Appendix to Quotation Letter

### Bid Security (Bank Guarantee)

.....[Bank's Name and Address of issuing Branch or Office] .....

**Date:** [Day | month | year]

**To:**.....[Name and Address of Public Entity].....

**BID GUARANTEE No.:** .....

We have been informed that .....[name of the Bidder]..... (hereinafter called "the Bidder") has submitted to you its bid dated .....(hereinafter called "the Bid") for the execution of .....[name of contract] ..... under Invitation for Bids No.....[IFB number] ..... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the Bidder, we .....[name of Bank]..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....[amount in figures].....[.....amount in words.....] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (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 the bidder be the successful bidder; or
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bid Validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before .....[Public Entity to insert date].....

.....[Bank's seal and authorized signature(s)] .....



## 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.: **W/RFQ/OMA/ORC-024/2024/2025**

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

Location where work will be done, good/services will be delivered: .....

.....

## 3. UNDERTAKING

I .....[insert full name], owner/representative

of .....[insert full name of company]

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

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

## SECTION III: STATEMENT OF REQUIREMENTS

### A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

#### Construction of Gravel Road at Summerdown

AS FOLLOWS:

- 1.1.1 Mobilisation and de-mobilisation to be calculated from place of origin/ base to site.
- 1.1.2 Time related cost is maintenance of campsite and cost for running campsite during the construction time.
- 2.2 Light Blading if for ordinary blading of roads. Normally 3 blades wide.
- 2.3 Heavy blading is where insitu material need to be remove and the blade of the grader are been lowered 50mm into the material. Also 3 blades wide
- 2.4 Bus Clearing is the removal of Vegetation, trees and shrubs directly in the area earmarked where the road will be.
- ~~3.1 Traffic Control is cost incurred for hiring flag men/women, signs to indicate road works are taken place as well is the erection of limited road signs as requested~~
- 5.4.1.1 Cut and fill is normally the removal or adding of material to get to the initial road bed.
- 5.4.1.2 . Compaction is needed to obtain a firm bed that can be ready for the layer works. Compaction to be achieved as indicated in BOQ. (sand it is specified as 90% Mod Aashto)
- 6.1.1.1 Layer works as per plan to be given to successful contractor, wet compacted to 98% Mod Aashto. **Layer work quantity is measured as compacted material.** Quarry is on site.
- 7.1.1 Finishing is for the smooth grading of the road that has been re-gravelled and to remove excess material next to the road.
- 8.1 Contingencies are for the use of the client when additional work is needed

### B. DRAWINGS

PLAN NUMBER	TITLE
ORC/C-001	Summerdown Layout Air Photo
ORC/C-002	RFA Maintenance Layout
	Section of Road

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

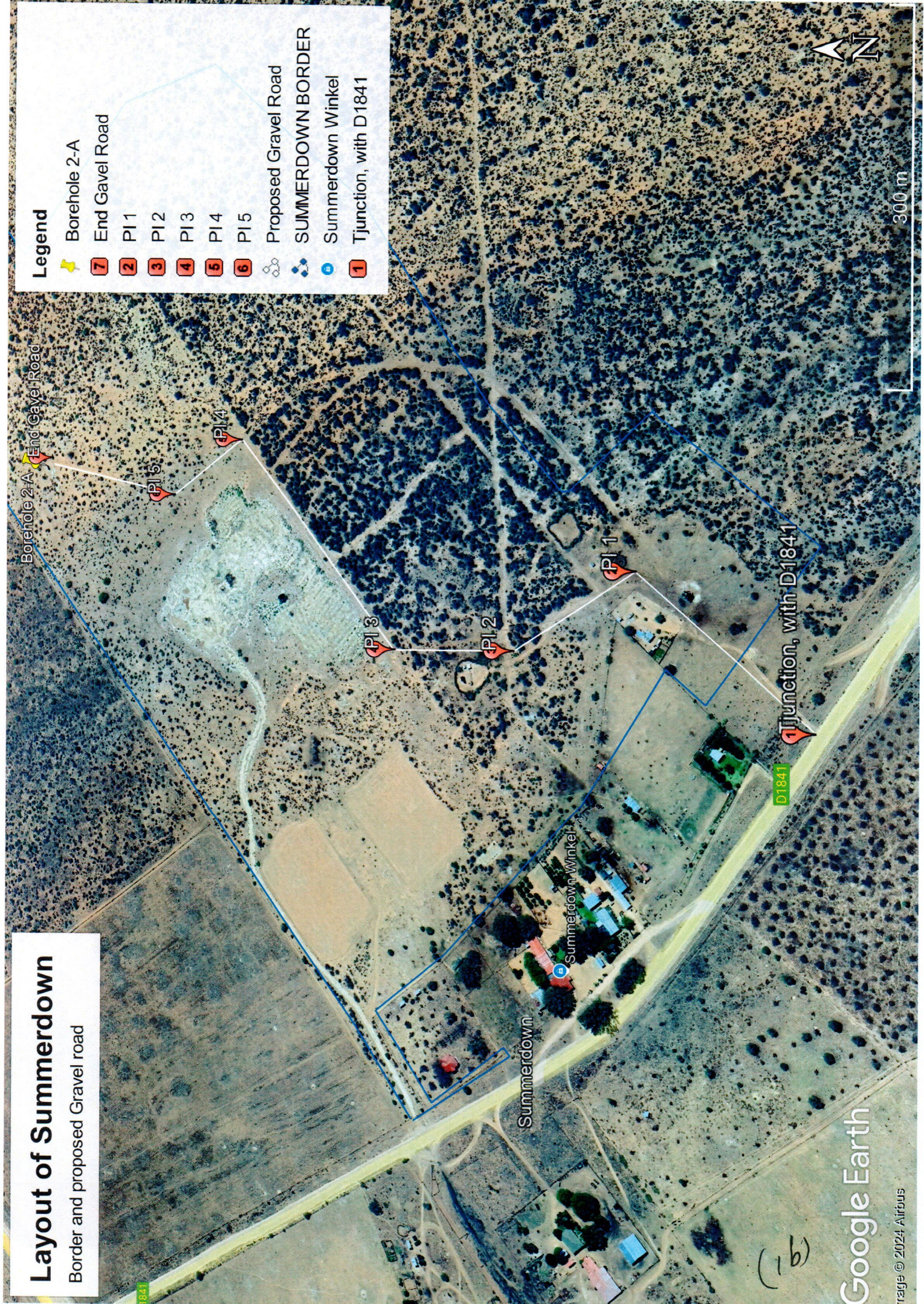


# Layout of Summerdown

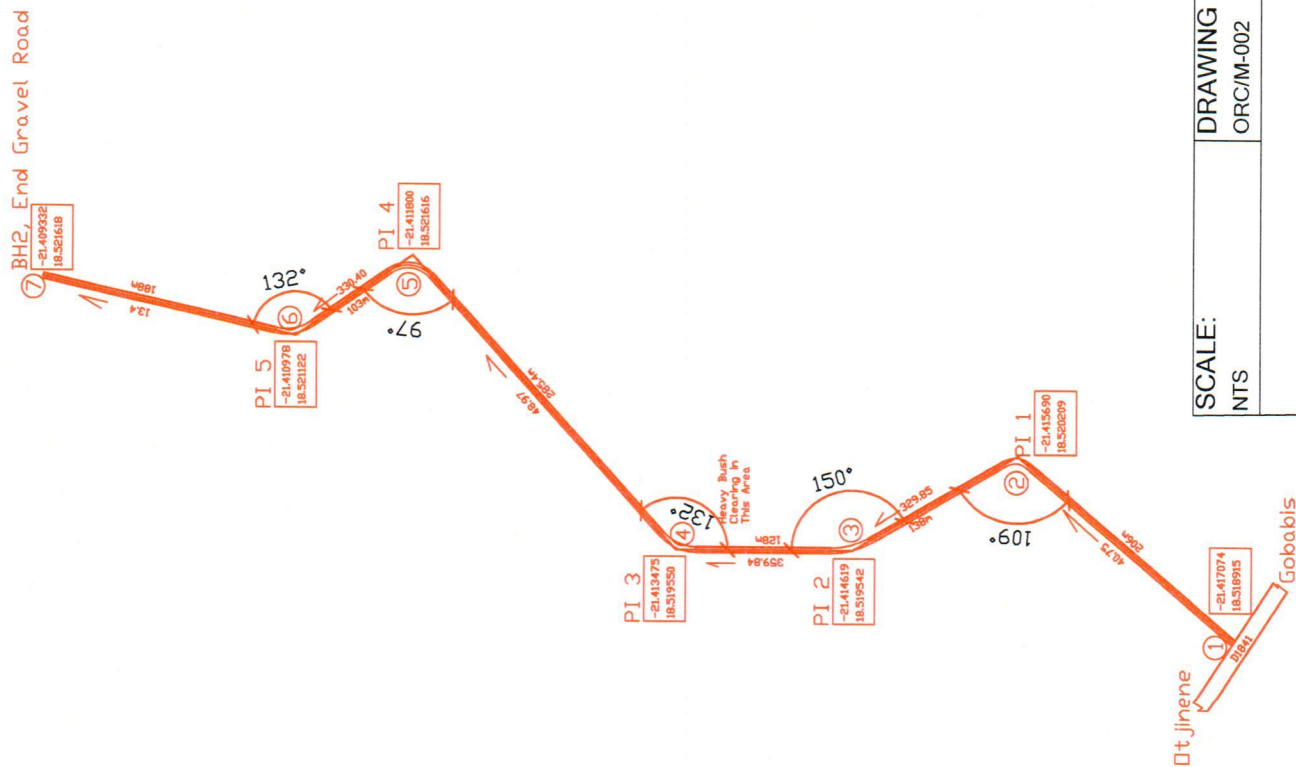
Border and proposed Gravel road

## Legend

- Borehole 2-A
- End Gavel Road
- PI 1
- PI 2
- PI 3
- PI 4
- PI 5
- Proposed Gravel Road
- SUMMERDOWN BORDER
- Summerdown Winkel
- Tjunction, with D1841

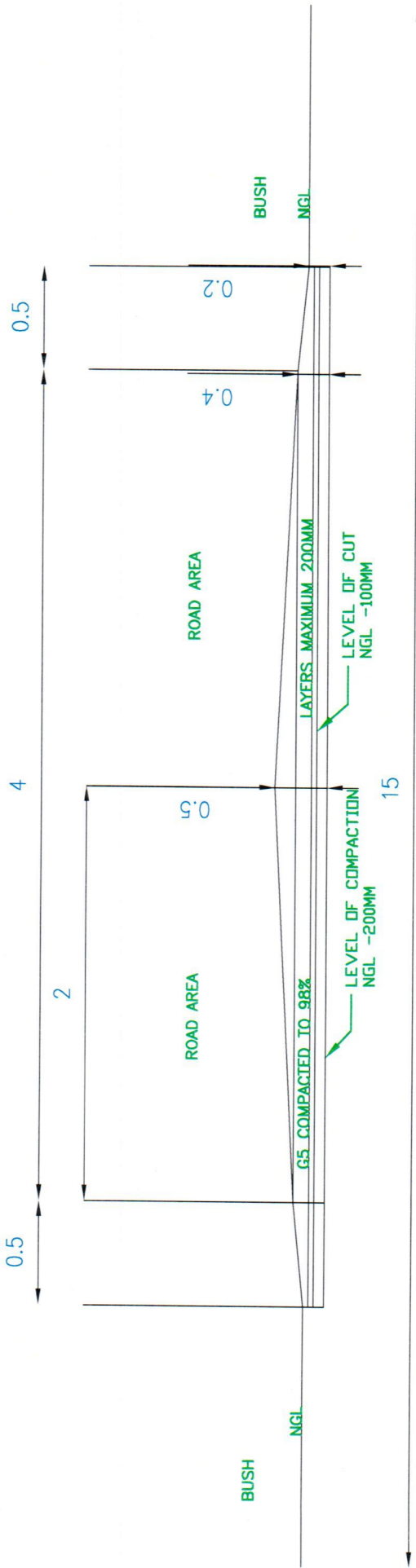






<b>PROJECT:</b> CONSTRUCTION OF SERVICES, ROADS AT SUMMERDOWN <b>TITLE:</b> LAYOUT OF ROAD, P.I.S AND GPS COORDINATES <b>CLIENT:</b> OMAHEKE REGIONAL COUNCIL <b>IMPLEMENTING AGENCY:</b> DIRECTORATE OF PLANNING AND DEVELOPMENT SERVICES - ORC		<b>SCALE:</b> NTS	<b>DRAWING NUMBER:</b> ORC/M-002	 OMAHEKE REGIONAL COUNCIL PRIVATE BAG 2277 GOBABIS NAMIBIA 062-566500 DIVISION: TECHNICAL SERVICES E-MAIL: rduplessis@omahekerc.gov.na CELL: 0811456807
SURVEYED: R DU PLESSIS DESIGN: R DU PLESSIS DRAWN: R DU PLESSIS APPROVED: SIGNATURE:		DATE: 24/10/2024		

SECTION OF ROAD  
ORC/C-002



(1d)

## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: W/RFQ/OMA/ORC-024/2024/2025

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (NS)	Total Price (NS)
A*	B*	C*	D*	E	F
	PRICES ALL CAPTURED IN BILL OF QUANTITY				
	SIGN THIS PAGE AND INITIALISE EACH PAGE OF BILL OF QUANTITY				
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	



PROCUREMENT REFERENCE NUMBER : W/RFQ/OMA/ORC-024/2023/2024  
 CONSTRUCTION OF 5m WIDE GRAVEL ROAD AT SUMMERDOWN

**SCHEDULE of QUANTITIES****SECTION 1300**

PAYMENT ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL (N\$)
	<b>SECTION 1300</b>				
<b>13.00</b>	<b>CONTRACTOR'S ESTABLISHMENT ON SITE AND GENERAL OBLIGATIONS</b>				
<b>13.01</b>	<b>Contractor's general obligations</b>				
	(a) Fixed general obligations	L. sum	1		
	(b) Value-related obligations	L. sum	1		
	(c) Time-related obligations (preferred max of 1.5 months)	Month	1.5		
<b>PS13.02</b>	<b>Provisional Sums</b>				
	(a) Contract Nameboard	P. Sum	-		
PSA 4.3.1	Additional Tests ordered by the Engineer (including overheads, charges and profits)	P. Sum	1		
	Survey Work (Setting out of route, bends as built)	P. Sum	1		
PSDB 8.3.	ACCOMODATION OF TRAFFIC	P. Sum			
<b>TOTAL CARRIED TO SUMMARY ON PAGE</b>					

PROCUREMENT REFERENCE NUMBER : W/RFQ/OMA/ORC-024/2023/2024

CONSTRUCTION OF 5m WIDE GRAVEL ROAD AT SUMMERDOWN

SCHEDULE of QUANTITIES

## SECTION 2300

PAYMENT ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL (N\$)
	GRADING/BLADING OF GRAVEL ROADS SMOOTING OF SURFACES REFORMING OF ROADBEDS BUS CLEARANCE  BUSH CLEARANCE				
	a) Heavy bush clearance (Swarthaak Trees)	m	140		
	b) Mediun Bush Clearance (Shrubs, bessiebos)	m	188		
	Heavy Blading				
	b) Heavy Blading, 3 blades wide	bl/km	12		
	Track Blading				
	c) Blading of tracks, 2 blade wide	bl/km			
TOTAL CARRIED TO SUMMARY ON PAGE					

(26)

PROCUREMENT REFERENCE NUMBER : W/RFQ/OMA/ORC-024/2023/2024

CONSTRUCTION OF 5m WIDE GRAVEL ROAD AT SUMMERDOWN

**SCHEDULE of QUANTITIES****SECTION 3300**

PAYMENT ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL (N\$)
	<b>SECTION 3300</b>				
<b>33.00</b>	<b>MASS EARTHWORKS</b>				
<b>PS1603</b>					
<b>33.01</b>	<b>Cut and borrow to fill</b>				
	(a) Heavy Blading to form roadbed, 150mm Into insitu	bl-km	12		
	(ii) Removal of Soil generated by Heavy Blading	m <sup>3</sup>	520		
	(iii) Repairs of 40mm pumpline HDPE Coupler	No	10		
<b>33.10</b>	<b>Roadbed preparation and the compaction of material:</b>				
	(b) Wet Re-compact roadbed (in-situ) -200 from NGL material to 90% MOD, AASHTO	m <sup>2</sup>	5,200		
	Extra-over items above for Hard rock excavation (Blasting must be performed by an certified and registered blaster)				-
<b>TOTAL CARRIED TO SUMMARY ON PAGE</b>					

(20)



PROCUREMENT REFERENCE NUMBER : W/RFQ/OMA/ORC-024/2023/2024

CONSTRUCTION OF 5m WIDE GRAVEL ROAD AT SUMMERDOWN

**SCHEDULE of QUANTITIES**

SECTION 3400					
PAYMENT ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL (N\$)
	SECTION 3400				
34.00 PS1603	PAVEMENT LAYERS OF GRAVEL MATERIAL				
PS34.01	Pavement layers constructed from gravel (G5) material taken from Borrow pit including hauling				
	(c) Gravel (G5) sub base (unstabilised gravel) compacted to:				
	(i) 98% of modified AASHTO density in Shoulders and main base of road, layerworks maximum 200mm thick when compacted Thickness of road G 5 layers is 500mm at middle of road, 400 at shoulders.	m <sup>3</sup>	2,625		
	NB: Quarry on site				
TOTAL CARRIED TO SUMMARY PAGE					

(2d)

PROCUREMENT REFERENCE NUMBER : W/RFQ/OMA/ORC-024/2023/2024

CONSTRUCTION OF 5m WIDE GRAVEL ROAD AT SUMMERDOWN

**SCHEDULE of QUANTITIES****SECTION 5600**

PAYMENT ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL (N\$)
<b>SECTION 5600</b>					
<b>56.00</b>	<b>ROAD SIGNS</b>				
<b>56.01</b>	Road sign boards with painted or coloured semi-matt background. Symbols, lettering and borders in semi-matt black or Class 1 retro-reflective material, where the sign board is constructed from:				
	(a) Aluminium sheet (2.0mm thick)				
	(1) Stop sign (R1)	No	1		
	(2) Yield sign (R2)	No	-		
<b>TOTAL CARRIED TO SUMMARY ON PAGE</b>					

(24)

PROCUREMENT REFERENCE NUMBER : W/RFQ/OMA/ORC-024/2023/2024

CONSTRUCTION OF 5m WIDE GRAVEL ROAD AT SUMMERDOWN

**SUMMARY**

SECTION No. AND DESCRIPTION		AMOUNT (N\$)
SECTION 1300 : PRELIMINARY AND GENERAL	N\$	
BLADING AND BUSH CLEARANCE	N\$	
SECTION 3300: MASS EARTHWORKS	N\$	
SECTION 3400 : PAVEMENT LAYERS OF GRAVEL MATERIAL	N\$	
SECTION 5600 : ROAD SIGNS	N\$	
SUBTOTAL A	N\$	
CONTINGENCIES (5% OF SUBTOTAL A)	N\$	
SUBTOTAL B	N\$	
VAT (15% OF SUBTOTAL B)	N\$	
TENDER VALUE (AMOUNT CARRIED TO TENDER FORM)	N\$	

(28)



## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: W/RFQ/OMA/ORC-024/2024/2025

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
	<b>SPECIFICATIONS AVAILABLE ON SPECIFICATION SHEET</b>		
	<b>SIGN THIS PAGE AND INITIALISE EACH OF THE DRAWINGS</b>		

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

**Specifications and Compliance Sheet Authorised By:**

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

## SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT



REPUBLIC OF NAMIBIA



### Omaheke Regional Council

Tel: 062-566500  
Fax: 062-562432  
Web Address: [www.omahekerc.gov.na](http://www.omahekerc.gov.na)  
Enquiries:  
Our Ref:

Private Bag 2277  
GOBABIS  
Namibia

## Contract Agreement

THIS AGREEMENT made on the ..... day of ..... 2024, between **Omaheke Regional Council** (hereinafter "the Employer" or "Client"), of the one part, and . . . . (hereinafter "the Contractor"), of the other part:

WHEREAS the Employer desires that the Works known as **W/RFQ/OMA/ORC-024/2024/2025, Construction of Gravel Road at Summerdown** should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Notification of award
  - (b) the Bid
  - (c) the Addenda Nos . . . . .
  - (d) the Appendix to the General Conditions of Contract
  - (e) the General Conditions of Contract;
  - (f) the Specification
  - (g) the Drawings; and



(h) the completed Schedules,

3. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. Local Labor should be used at all time for unskilled work to be done. Contractor should make its needs available at the start up meeting so that the Office of The Constituency councilor can attend to the need.

6. All labor issues should be solve in collaboration with the office of the Constituency Councillor.

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

Signed by: \_\_\_\_\_  
for and on behalf of the Employer

Signed by: \_\_\_\_\_  
for and on behalf the Contractor

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address,  
Date

in the  
presence of: \_\_\_\_\_  
Witness, Name, Signature, Address, Date

## SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/OMA/ORC-024/2024/2025**

The clause numbers given in the first column correspond to the relevant clause number of the General Conditions of Contract.

<b>GCC Clause Reference</b>	<b>Special Conditions</b>
<b>Employer GCC 1.1(r)</b>	Omaheke Regional Council
<b>Intended Completion Date GCC</b>	The intended completion date is: 45days after order has been issued
<b>Project Manager GCC 1.1(y)</b>	The Project Manager is: Mr. R du Plessis
<b>Site GCC 1.1(aa)</b>	The Site is located at Summerdown and is defined in Drawings : Road works to be done in Summerdown.
<b>Start Date GCC 1.1(dd)</b>	The Start Date shall be: Date when Order is received
<b>The Works GCC 1.1(hh)</b>	The Works consist of: <b>Construction of a Gavel Road in Summerdown, 5m wide, 1045m long with 5 bends.</b>
<b>Interpretation GCC 2.2</b>	The project will be completed in the following sections: 1. Set out 2. Debushing. Road Bed Preparation 4. Layer works 5. Finishing
<b>Interpretation GCC2.3</b>	The following additional documents shall form part of the contract:  Bill of Quantity, Drawings, Letter of Invitation, Compulsory Documentation, Letter of Appointment, Insurances, Bid Securing Performance Guarantee.
<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>Delegation</b>	The Project Manager may not delegate his/her duties.



GCC Clause Reference	Special Conditions
GCC 5.1	
<b>Notices</b> <b>GCC 6</b>	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be Mr. Rudi du Plessis</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>
<b>Insurance</b> <b>GCC 13.1</b>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the 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: N\$ 1,000,000.00</li> <li>(b) for loss or damage to Equipment: N\$ 500,000.00</li> <li>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract N\$500,000</li> <li>(d) for personal injury or death: <ul style="list-style-type: none"> <li>(i) of the Contractor's employees: N\$ 300,000.00</li> <li>(ii) of other people: N\$ 500,000.00</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: N\$ 500,000</li> </ul> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
<b>Site Date</b> <b>GCC 14.1</b>	<p>The site Date shall be: Given to the appointed contractor at site hand Over.</p>
<b>Possession of the Site</b> <b>GCC 20.1</b>	<p>The Site Possession Date shall be: Determined after appointment of contractor</p>
<b>Procedure for Disputes</b> <b>GCC 24</b>	<p>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</p>

GCC Clause Reference	Special Conditions
	shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
<b>Program</b> <b>GCC 25.1</b>	The Contractor shall submit for approval a Program for the Works within 5 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
<b>GCC 25.3</b>	Program updates shall not be required.
<b>Defects Liability Period</b> <b>GCC 33.1</b>	The Defects Liability Period is: 90 days.
<b>Payment Certificates</b> <b>GCC 39.7</b>	“Payment shall be made as per progress of works with payment for materials on site”.
<b>Payments</b> <b>GCC 40</b>	The amount certified by the Project Manager shall be paid in full within 40 days of receipt by the Employer of an invoice, supported by: <ul style="list-style-type: none"> <li>(a) the payment certificate; and</li> <li>(b) a certificate of Completion of the Works at Practical completion.</li> <li>(c) Certified copies of Compulsory Document</li> <li>(d) Copy of Appointment letter</li> </ul>
<b>Adverse weather Conditions</b> <b>GCC 41.1 (l)</b>	Excess rain to what is the average for the area
<b>Price Adjustment</b> <b>GCC 44.</b>	The Contract is not subject to price adjustment.
<b>Retention</b> <b>GCC 45.</b>	(i) 2.5% of retention will be retained for the retention period of 90 days as specified in the defect liability section.
<b>Liquidated Damages</b> <b>GCC 46.1</b>	The liquidated damages for the whole of the Works are <i>N\$ 1% per day</i> .  The maximum amount of liquidated damages for the whole of the Works is <i>15% of Contract Value</i>
<b>Bonus</b> <b>GCC 47.1</b>	The rate for the Bonus per calendar day is: N\$ 0.00
<b>Advance Payment</b> <b>GCC 48.1</b>	(i) No advance payment shall be made
<b>Performance Security</b>	(i) A Performance Security in the form of a Bank Guarantee



GCC Clause Reference	Special Conditions
GCC 49.1	representing 10% should be registered in favour of the client, Omaha Regional Council
GCC 56.1	"As built" drawings 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: 15%



**SCHEDULE 1:****BANK GUARANTEE FOR ADVANCE PAYMENT**

*The **Bank/successful bidder** providing the Guarantee shall fill in this form in accordance with the instructions indicated in brackets, if an Advance Payment is to be provided under the Contract*

*[insert Bank's name, and address of issuing branch or office]*

**Beneficiary:** *[insert name and address of Public Entity]*

**Date:** *[insert date]*

**Advance Payment Guarantee No.:** *[insert number]*

We have been informed that *[insert name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with you, for the execution of *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment is to be made against an advance payment guarantee in the sum or sums indicated below.

At the request of the Contractor, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in words and in figures]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor used the Advance Payment for purposes other than the costs of mobilization in respect of the Works.

It is a condition for any claim and payment under this Guarantee to be made that the Advance Payment referred to above must have been received by the Contractor on its account number *[insert account number]* at *[insert name and address of Bank]*.

The maximum amount of this Guarantee shall be progressively reduced by the amount of the Advance Payment repaid by the Contractor as indicated in copies of interim statements or payment certificates which shall be presented to us. This Guarantee shall expire, at the latest, upon our receipt of a copy of the Interim Payment Certificate indicating that eighty (80) percent of the Contract Price has been certified for payment, or on the *[insert number]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

*[insert signature(s) of authorized representative(s) of Bank]*

**SCHEDULE 2****QUOTATION CHECKLIST SCHEDULE**

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

**Procurement Reference No.:** W/RFQ/OMA/ORC-024/2024/2025

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Securing Declaration		
Good standing Tax Certificate		
Good Standing Social Security Certificate		
SME Registration or Equity Certificate		
Applicable Experience Mentioned		
References		
Curriculum Vitae of foreman and builders		
Proof of Ownership of Equipment / Valid Rent Agreement		

**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.*