



BE PART OF THE FIGHT!
REPUBLIC OF NAMIBIA

ANTI-CORRUPTION COMMISSION

Tel: (061) 4354000
Fax: (061) 4354124

P.O. Box 23137
Windhoek
Namibia

Request for Sealed Quotations (Works)

Renovation of ACC Headquarter, Eros,
Windhoek.

Procurement Reference No: *W/RFQ/30-03/2024/25*



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24 July 2024

Letter of Invitation

To: All bidders

Procurement Reference Number: W/RFQ/30-03/2024/2025

Dear Sir/ Madam,

Request for Quotations for the maintenance of ACC Headquarter

The Anti-Corruption Commission 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 Elli-Helena Amutenya: email: ehamutenya@accnamibia.org.

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,

Elli-Helena Amutenya

Head of Procurement Management Unit

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Anti-Corruption Commission 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
- (e) **Site visit: 08 August 2024 at 10h00.**

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) have a valid company Registration Certificate;
- (b) have an original/certified copy of valid good Standing Tax Certificate;
- (c) have an original valid/ certified copy of 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) Initial all pages of the bid document

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 2 months 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

*Corner of Monte Blanc and Groot Tiras Street,
Eros, Windhoek, at the reception*

not later than *22 August 2024 at 11h00.*

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 Anti-Corruption Commission 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, to determine the lowest evaluated quotation.

Evaluation Methodology

Evaluation will be conducted by an Ad hoc Bid Evaluation Committee (BEC) in accordance with table 10.1, 10.2 and 10.3 in three phases.

Phase 1: Preliminary examination of bids and Legal Admissibility Evaluation

The eligibility criteria will be assessed based on a **compliance or Non-compliance**. All bidders that pass with compliance in all the required documents as stated in table 10.1 and 10.2, will proceed to the next phase (phase 2 - technical evaluation).

Phase 2: Technical Evaluation

Bidders will be evaluated based on the technical evaluation criteria and weight as stated in table 10.3. The total technical evaluation is 100%. For a bidder to proceed to the final phase (financial evaluation), the bidder must score 70% and above. Bidders who fail to score the required minimum score of 70% will be deemed as “technically non-responsive”. Such bidders will be excluded from being considered for further evaluation.

Phase 3: Financial Evaluation

The lowest responsive evaluated bid price will be determined after the Margin of Preferences has been applied where applicable.

Procurement contract award

Anti-Corruption Commission intends to award the renovation of ACC House at erf no 1144 to a **Bidder** deemed “technically and financially responsive

10.1 Preliminary examination of bids

No	Descriptions	Compliant	Non-Compliant
1	Has the bidder submitted a duly filled in and signed where applicable?		
2	Has the Bidder provided a written Special Power of Attorney that the undersigned person is herewith granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process (Not applicable to sole owners of entities who are signing their own bids, however required if a sole owner is using someone else to sign on their behalf		
3	Has the bidder submitted an original copy of the bid typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder.		
4	Are all pages in the bidding document initialled by the person duly authorized to sign the bid?		
5	Has the bidder completed, signed and submitted a Bid Securing Declaration?		

10.2 Legal Admissibility Evaluation

No	Descriptions	Compliant	Non-Complaint
1	<p>Does the bidder meet the requirement of entities incorporated in Namibia with 100% shareholding or equity vested in Namibian Citizens?</p> <p>Bidders (Owners) have provided Share Certificates (Pty Ltd) or Founding Statement (CC) as well as valid proof of citizenship ((Namibian Identity Documents, IDs), (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)))</p>		
2	<p>Has the bidder submitted a valid certified copy of company registration / founding statement (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))</p> <p>All JV partners must comply</p>		
3	<p>Has the bidder provided a valid original or valid certified copy of a Good Standing Tax Certificate (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));</p> <p>All JV partners must comply</p>		
4	<p>Has the bidder provided a valid original or valid certified copy of a Good Standing Social Security Certificate (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)). The Good Standing Social Security Certificate is valid if issued on or after bid advertisement date</p> <p>All JV partners must comply</p>		
5	<p>Has the bidder provided a valid 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 an Affirmative Action Compliance Certificate, or proof</p>		

	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.		
6	Has the bidder submitted 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 52.1 of the General Conditions of Contract if it is awarded the contract or part thereof		
7	<p>In case of a JV, Bidder has submitted the following additional documentation: A duly signed and legally binding joint venture agreement outlining the following: Roles and Responsibilities of each party. The Roles and Responsibility of each party shall not be altered at any point without the written consent of the Employer; That there will be a JV's bank account;</p> <p>Percentages of partners in the JV; and That the partners are jointly and severely liable for the execution of the contract in accordance with the contract terms.</p> <p>Power of attorney for the signatory of the joint venture.</p> <p>In the case of intended Joint Ventures (JV) has the bidders submitted a dully signed letter of intent by all parties to the JV outlining the above requirements in (i) to (iv) Existing JVs shall comply with the above the requirements</p>		

10.3 Qualification and technical criteria

Criteria		Sub-Scores		Total score
1. Maintenance Experience of the company (attach project successfully completed of similar nature)	5 projects	20	20	
	3 - 4 projects	5		
	Less than 3 projects	0		
2. Reference Letters (minimum of 3)	Three reference letter as evidence in maintenance work.			
	3 and more letters	15	15	
	less than 3 letters	0		
3. Financial position of the company.(bank rating) A- Undoubted for Enquiry B- Good for amount quoted C- Good for amount quoted if strictly in way of business D- Fair trade risk E- Figures considered too high F- Financial position unknown G- Paper occasionally dishonoured	A- Undoubted for Enquiry	20	20	
	B- Good for amount quoted	10		
	C- Good for amount quoted if strictly in way of business	0		
	D- Fair trade risk			
E- Figures considered too high				
F- Financial position unknown				
G- Paper occasionally dishonoured				
4. Equipment required for the project	Plant and equipment required for the project i.e Scaffoldings, Ladder	5	5	
5.	The bidder should submit a works/Implementation plan. This plan should include the following:	10	10	

	Maintenance programme (in the form of a chart) encompassing all aspects of the works as per the bill quantity.		
6.	Qualification and Experience of Proposed Technical Staff (Attach certified copy of Qualifications and CV. Failure to attach qualifications will lead to the bidder being disqualified.)	15	15
7.	Has the bidder submitted a written statement and proof that all unskilled and semi-skilled workers are Namibian citizen?	15	10
8.	Company Profile	5	5
Total technical score			100%

10.4 Margin of preference

Categories of bidder	Margin of preference	Documentary evidence
Namibian shareholding	3%	If the bidder meets any of the qualification criteria under section 71(3) of the Act
Materials	2%	If the bidder has signed a declaration that 50% of the total value of goods or materials to be used for the work are manufactured, grown, mined or extracted in Namibia
Services rendered by Namibian key personnel inclusive of management	2%	1% if 50%-60% of key personnel inclusive management are Namibian. Or 2% if more than 60% of key personnel inclusive management are Namibia.
Services rendered by semi-skilled employees	3%	If 100% semi-skilled labourers are Namibian citizens
Total	10%	

Bidders should submit documentary evidence to be awarded the margin of preference

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 their application methodology are as stated in the evaluation criteria

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

Not applicable.

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: [name of Public Entity]	
Procurement Reference Number:	
Subject matter of Procurement:	

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

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

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

We have read and understood the content of the Bid 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	

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

Date: -----[Day / month / year]

Procurement Ref No.:

To:-[insert complete name of Public Entity and address].....

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

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

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

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

Signed:
[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

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

See attached bill of quantity

B. DRAWINGS

Not applicable

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: _____

[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]

The quantities shown below are approximate and not subject to re-measurement for payment purposes.

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
1	Scaffoldings to the external face of double storey building	8	m		
2	Repairs and sundries to concrete	0.50	m ²		
3	Repairs and sundries to brickwork	1	m ²		
4	Suspended ceiling	2	each		
5	Hack of external plaster in small isolated patches and replaster to match existing	2	m ²		
6	Panting (one coat bonding liquid)	4	m ²		
7	Panting (one coat acrylic pva paint)	4	m ²		
8	Clear silicone joint sealants	12	m		
9	0.5 mm galvanised corrugated iron (z275 spelter) roof sheeting with 0.6mm galvanised sheet steel accessories fixes strict accordance with manufacture instructions				
10	Souda silicone all crystal 290ml	4	m		
11	Ceiling and partitioning	1	m ²		
12	Sundry steelwork (12 mm diameter mild steel solid round bar)	18	kg		
13	Metal work (aluminium horizontal sliding widow glazed with and including 4mm cleat float glass)	1	each		

14	Salben aluminium flat	4	m		
15	Wall tilling(grouting)	120	m ²		
16	Plumbing and drainage 0.8mm galvanised sheet iron in extra over gutter for stopped end	16	each		
17	125x100x125mm VHV eaves gutter fixed to edge of roof sheeting and purlin with standard brackets	80	m		
18	Extra over gutter for stopped end	16	each		
19	Extra over gutter for 100x75mm outlet including wire balloon grating	16	each		
20	100x75mm rainwater down pipe fixed to wall with standard brackets	33	m		
21	Extra over down pipe for outlet shoe	16	each		
22	Extra over down pipe for swan neck 610mm projection	16	each		
23	4mm common obscure glass Supply of a Dome (clear) with locking ring	1	each		
24	Panes exceeding 0.5 m ² and exceeding 2 m ²	0.60	m ²		
				Subtotal	
Enter 0% VAT rate if VAT exempt.				VAT @ %	
				Total	

*Columns A to D to be completed as applicable by the Public Entity

Priced Activity Schedule Authorised By:

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

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

[Public Entity shall customise this section and the table hereunder where the Service Providers have to achieve set specification and performance standards.]

Procurement Reference Number: _____

[Bidders should complete columns C and D with the specifications and performance of the Works offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specifications required. Attach detailed technical literature if required. Authorise the specifications offered in the signature block below]

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1	Scaffoldings to the external face of double storey building		
2	Repairs and sundries to concrete		
3	Repairs and sundries to brickwork		
4	Suspended ceiling		
5	Hack of external plaster in small isolated patches and replaster to match existing		
6	Panting (one coat bonding liquid		
7	Panting (one coat acrylic pva paint)		
8	Clear silicone joint sealants		
9	0.5 mm galvanised corrugated iron (z275 spelter) roof sheeting with 0.6mm galvanised sheet steel accessories fixes strict accordance with manufacture instructions		
10	Souda silicone all crystal 290ml		
11	Ceiling and partitioning		
12	Sundry steelwork (12 mm diameter mild steel solid round bar		
13	Metal work (aluminium horizontal sliding widow glazed with and including 4mm cleat float glass		

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>
14	Salben aluminium flat		
15	Wall tilling(grouting)		
16	Plumbing and drainage 0.8mm galvanised sheet iron in extra over gutter for stopped end		
17	125x100x125mm VHV eaves gutter fixed to edge of roof sheeting and purlin with standard brackets		
18	Extra over gutter for stopped end		
19	Extra over gutter for 100x75mm outlet including wire balloon grating		
20	100x75mm rainwater down pipe fixed to wall with standard brackets		
21	Extra over down pipe for outlet shoe		
22	Extra over down pipe for swan neck 610mm projection		
23	4mm common obscure glass Supply of a Dome (clear) with locking ring		
24	Panes exceeding 0.5 m ² and exceeding 2 m ²		

* 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

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 where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

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 Reference	Special Conditions
Employer GCC 1.1(r)	Anti-Corruption Commission
Intended Completion Date GCC	The intended completion date is: _____
Project Manager GCC 1.1(y)	The Project Manager is: Elli-Helena Amutenya
Site GCC 1.1(aa)	The Site is located at Eros Windhoek
Start Date GCC 1.1(dd)	The Start Date shall be: upon finalization of award _____
The Works GCC 1.1(hh)	The Works consist of: as stated in the Bill of quantity
Interpretation GCC 2.2	The project will be completed in the following sections: once off.
Interpretation GCC2.3	The following additional documents shall form part of the contract: The bill of quantity
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	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the

GCC Clause Reference	Special Conditions
Decisions 4.1	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 may delegate his/her duties.
Notices GCC 6	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be Maintenance of ACC Headquarter</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>
Insurance GCC 13.1	<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 Date GCC 14.1	The site Data shall be:
Possession of the Site GCC 20.1	The Site Possession Date will be determined after award
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 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates <i>shall be</i> required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: 365 days or 12 months
Payment Certificates 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 GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by: (a) the payment certificate; and (b) a certificate of Completion of the Works.
Adverse weather Conditions GCC 41.1 (l)	<i>Rain and storm.</i>
Price Adjustment GCC 44.	The Contract <i>is not</i> subject to price adjustment.

GCC Clause Reference	Special Conditions
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 0.05% per day. The maximum amount of liquidated damages for the whole of the Works is 0.05 <i>days</i> . /
Bonus GCC 47.1	The rate for the Bonus per calendar day is: Not applicable
Advance Payment GCC 48.1	(i) No advance payment shall be made
Performance Security GCC 49.1	(i) No Performance Security is required
GCC 56.1	“As built” drawings or operating and maintenance manuals <i>are not</i> 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: not applicable

SCHEDULE 1:**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.:

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Bid Security(if applicable)		
Ensure all requirements in the bid document are adhered too.		

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.*