



## MUNICIPALITY OF WALVIS BAY BIDDING DOCUMENT

### REQUEST FOR QUOTATIONS (WORKS)

RESERVED FOR SMALL AND MEDIUM ENTERPRISES (SMEs) INCORPORATED IN NAMIBIA AND  
BASED IN WALVIS BAY.

**BID NO. W/RFQ/MWB-25/2022**

## REFURBISHMENT OF THE CARPORT AT THE SOLID WASTE SECTION

**CLOSING DATE: MONDAY 24 OCTOBER 2022 @ 11H00**

#### ADMINISTRATIVE ENQUIRIES

Otto Haraseb

Tel: +264 64 201 3281

Email: [pmunit@walvisbaycc.org.na](mailto:pmunit@walvisbaycc.org.na)

#### TECHNICAL ENQUIRIES

Johan Landers

Tel: +264 64 201

Email: [jlanders@walvisbaycc.org.na](mailto:jlanders@walvisbaycc.org.na)

### Bidder's information

NAME OF BIDDER	
POSTAL ADDRESS	
TELEPHONE	
E-MAIL	

*Complete and attach a copy of this page to the front of your bidding envelope for ease of identification at the opening of the bid*

## **PREAMBLE**

It is important that bidders understand the requirements for the provision of certain documentation with this bid, as well as the completion and the signing and initialing of the relevant schedules where indicated.

Any bids found to be incomplete during the opening thereof or during the process of evaluation, may be regarded as non-responsive and may result in such bid not being considered at all.

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## SECTION 1 – INSTRUCTIONS TO BIDDERS (ITB)

### 1. RIGHTS OF THE EMPLOYER

The Employer reserves the right to:

- (a) split the contract as per the lowest evaluated cost per lot, or
- (b) accept or reject any bid or to cancel the bidding process; or
- (c) reject all bids at any time prior to contract award.

### 2. PREPARATION OF QUOTATIONS

You are required to quote for the works described mentioned in Section 3 [Employer's Requirements] by completing, signing, and returning:

- (a) the Quotation Letter in Section 2, with its annexures for Bid Securing Declaration and Written Undertaking in terms of Section 138(2) of the Labour Act;
- (b) the Bill of Quantities in Section 4;
- (c) the Specifications and Compliance Sheet in Section 5; and
- (d) any other attachment deemed appropriate.

You are advised to carefully read the complete bidding document, including Section 8 [Special Conditions of Contract] before preparing your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

### 3. VALIDITY OF QUOTATIONS

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

### 4. ELIGIBILITY CRITERIA

To be eligible to participate in this quotation exercise, you are required to submit the following mandatory documents:

- (a) certified copy of a valid Founding Statement or Company Registration Certificate;
- (b) certified copy of a valid NamRa Tax Good Standing Certificate.
- (c) certified copy of a valid Social Security Good Standing Certificate;
- (d) certified copy of a valid 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;
- (e) certified copy of a valid SME Certificate;
- (f) completed and signed bid-securing declaration; and
- (g) completed and signed written undertaking as contemplated in section 138(2) of the Labour Act, 2007.
- (h) Certified copy of a valid Municipal business registration certificate.



## **5. WORKS COMPLETION PERIOD**

The completion period for works shall be 30 days after acceptance of appointment or issuing of an order. Deviation in completion period shall be considered if such deviation is reasonable and agreed upon by the Employer.

## **6. SEALING AND MARKING OF QUOTATIONS**

Quotation should be sealed in a single envelope, clearly marked with the Bid Number, addressed to the Employer with the Bidder's name at the back of the envelope.

## **7. SUBMISSION OF QUOTATIONS**

- (a) Quotations must be deposited in the quotation/bid box located in the foyer of the Civic Centre, Nangolo Mbumba Drive, WALVIS BAY, not later than **11h00 on MONDAY, 24 October 2022.**
- (b) Quotations by post, courier or hand delivered should reach the Procurement Management Unit, Room 124b, Civic Centre, Nangolo Mbumba Drive, WALVIS BAY, not later than 10h00 by the date in ITB 7(a).
- (c) Late bids will be rejected.
- (d) Bids received by email, as well as those submitted without all the documents under ITB 4 will not be considered.

## **8. OPENING OF QUOTATIONS**

Quotations will be opened by the Employer immediately after the closing time referred to in ITB 7(a). Bidders or their representatives may attend the Bid Opening if they choose to do so.

## **9. EVALUATION OF QUOTATIONS**

The Employer shall have the right to request for clarification during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated bid.

## **10. TECHNICAL COMPLIANCE**

The Specification and Compliance Sheet details the minimum specifications of the works to be carried out. The specifications have to be met, but no credit will be given for exceeding the specification.

## **11. PRICES AND CURRENCY OF PAYMENT**

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



## **12. MARGIN OF PREFERENCE**

Margin of preference shall not apply.

## **13. AWARD OF CONTRACT**

The Bidder having submitted the lowest evaluated responsive bid 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 6 [General Conditions of Contract].

The corrected bid prices will be compared with the Employer's confidential cost estimate. All bids with bid prices 15% lower or higher than the Employer's cost estimate will be immediately rejected. This is done with the aim of ensuring that unrealistically low or high contract amounts are avoided.

Rates by bidders shall be compared with market rates to determine if they are realistic and justifiable. If any rate is deemed unrealistic, the bid may be considered non-compliant and be rejected. Bids which are seriously imbalanced, front loaded or containing an erroneous amount in the opinion of the Employer may also be rejected.

## **14. PERFORMANCE SECURITY**

Performance Security is not required.



## SECTION 2 – QUOTATION LETTER

Bidders are to complete this form with all the requested details and submit it with the Price list and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the Restricted Bid prevail over any attachments. Unauthorised bids will be rejected.

<b>Bid addressed to:</b>	Municipality of Walvis Bay
<b>Procurement Reference Number:</b>	W/RFQ/MWB-25/2022
<b>Subject matter of Procurement:</b>	Refurbishment of the Carport at the Solid Waste Section

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 Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to disqualification on the grounds mentioned in the BSD.

We declare that the salaries and wages to be paid in respect of this quotation are compliant with the relevant Laws, Remuneration Order and Award where applicable and that we shall abide to clause 52 of the General Conditions of Contract if we are awarded the contract or part thereof.

The validity period of our bid is 90 days from the bid submission deadline.

We confirm that the prices quoted in the Bill of Quantities 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 bid validity. Works will commence within 7 days from the date of acceptance of appointment and will be completed within 45 days.

**Quotation Authorised by:**

**Name of Bidder (Company Name):** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Company's Address:** \_\_\_\_\_

**Company's Telephone and Email:** \_\_\_\_\_

**Name of Person Authorising the Quotation:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Authorised Person**

\_\_\_\_ / \_\_\_\_ / 2022  
**Date**

***BIDS WILL BE CONSIDERED NON-RESPONSIVE IF THIS QUOTATION LETTER IS NOT  
COMPELETED AND SIGNED***



## BID SECURING DECLARATION

Section 45 of and Regulations 37(1)(b) and 37(5) of the Public Procurement Act, 2015

**TO: THE CHIEF EXECUTIVE OFFICER  
MUNICIPALITY OF WALVIS BAY  
PRIVATE BAG 5017  
WALVIS BAY**

I/We\* understand that in terms of Section 45 of the Public Procurement 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 Public Procurement 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

**Name:** \_\_\_\_\_  
*[insert complete name of authorised signatory]*

**In the capacity of:** \_\_\_\_\_  
*[indicate legal capacity of person authorised to sign the Bid Securing Declaration]*

**Signed:** \_\_\_\_\_  
*[insert signature of person whose name and capacity are shown] insert complete name of Bidder]*

**Duly authorised to sign the  
Bid for and on behalf of:** \_\_\_\_\_  
*[insert complete name of Bidder]*

Dated on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

**BIDS WILL BE CONSIDERED NON-RESPONSIVE AND IMMEDIATELY DISQUALIFIED IF THIS BID  
SECURING DECLARATION IS NOT COMPELETED AND SIGNED. SUBSTITUTION OF THIS BID  
SECURING DECLARATION WILL NOT BE ACCEPTED.**





## WRITTEN UNDERTAKING

Section 138 of the Labour Act, 2007 and Section 50(2)(d) of the Public Procurement Act, 2015



Republic of Namibia  
Ministry of Labour, Industrial Relations and Employment Creation

### 1. EMPLOYERS DETAILS

Company Trade Name:	
Registration Number:	
VAT Number:	
Industry/Sector:	
Place of Business:	
Physical Address:	
Telephone No.:	
Fax No.:	
Email Address:	
Postal Address:	
Full Name of Owner/ Accounting Officer:	
Email Address:	

### 2. PROCUREMENT DETAILS

**Procurement Reference No.:** W/RFQ/MWB-25/2022

**Procurement Description:** Refurbishment of the Carport at the Solid Waste Section

**Anticipated Contract Duration:** 1 month

**Location Where the Work Will Be Done:** Walvis Bay Solid Waste Section

### 3. UNDERTAKING

I, \_\_\_\_\_, [name of owner/representative]

of \_\_\_\_\_ [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 is not limited to, the cancellation of the contract/license/grant/permit or concession.

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 is not limited to, the cancellation of the contract/license/grant/permit or concession.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Official Company 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.*

**BIDS WILL BE CONSIDERED NON-RESPONSIVE AND IMMEDIATELY DISQUALIFIED IF THIS WRITTEN UNDERTAKING IS NOT COMPLETED AND SIGNED. SUBSTITUTION OF THIS WRITTEN UNDERTAKING WILL NOT BE ACCEPTED.**



## SECTION 3 – EMPLOYER’S REQUIREMENTS

### 1. SCOPE OF WORK

The scope of work comprises of the following activities:

- Removal of existing timber structure and disposing of to dump site
- Concrete works
- Masonry
- Plastering
- Construction of new roof structure
- Painting
- Cleaning and finishing

### 2. SITE FACILITIES

#### 2.1 Services

The Contractor shall make his own arrangements for the acquisition of water, power and all other services required for construction purposes and shall be responsible for the costs thereof. The Contractor must ascertain the position of the nearest available municipal service connection points from the Department of Water, Wastewater and Environmental Management.

#### 2.2 Site Camp

Areas which could be used for the possible establishment of the site camp will be pointed out to the Contractor. All existing cables, pipelines, and any other services within or near the site camp shall be protected at the Contractor’s expense to the satisfaction of the Project Manager. The site camp shall be neatly secured to the approval of the Project Manager.

The site camp shall be properly fenced off and have a swing gate, to the satisfaction of the Project Manager. A 5 metre firebreak shall be provided around the perimeter of the camp outside the fence line and shall be kept clean of rubbish and vegetation at all times. Debris generated from clearing the site camp and firebreak shall be removed and disposed to the municipal dump site.

No fireplace in the camp shall be located within 20 metres from the perimeter fence, nor shall any open fire be permitted unless made in a drum of similar container.

No informal settlement shall be allowed to be established at or near the site camp.

The Contractor shall be responsible for the collection and removal of refuse from the site camp and working areas.

No domestic animals shall be allowed in the camp, and no undue interference with the free movement of animals and birds will be allowed.

## **2.3 Sanitary Facilities**

The Contractor shall provide adequate toilet facilities for all personnel on site.

## **3. CONSTRUCTION MATERIALS**

All materials shall conform to the strengths and specifications indicated in the Bill of Quantities (BoQ).

## **4. ADDITIONAL REQUIREMENTS FOR CONSTRUCTION ACTIVITIES**

### **4.1 General Safety on Site**

The Contractor shall provide, at his expense, all necessary Personal Protective Equipment (PPE) to his employees on site. These PPE shall consist of reflective waistcoats, overalls, protective goggles, gloves, hard hats, waterproof clothing, etc. as required and shall be worn at all times when in the working area. Where no adequate PPE is worn by employees on site as required, the Contractor may be penalised N\$ 1,000.00 per occasion. For each subsequent similar offence, the fine may, at the discretion of the Project Manager, be doubled in value to a maximum value of N\$ 10,000.00.

## **5. RESTRICTIONS AND WORKING HOURS**

### **5.1 Restrictions**

Certain maintenance activities will be restricted on days with increased traffic flows. These days will be, for example, the day of school closure, over long weekends, and public holidays. The Contractor must allow for these restrictions in his programme and no extension of time or claims in this regard will be considered. The travelling public shall have right of way on public roads. The Contractor shall arrange his activities so as to bring about the least possible disruption to the traffic on the roads on which he works.

### **5.2 Working Hours**

Normal working hours are between 7h00 and 17h00 on weekdays, and 7h00 and 14h00 on Saturdays.

## **6. MAXIMISING THE USE OF MANUAL LABOUR**

The Municipality of Walvis Bay intends to contribute towards reducing the level of unemployment in Namibia, specifically in Walvis Bay. In order to create employment opportunities, it is a condition of this Contract that the Contractor shall optimise the use of labour without unduly raising the cost of the contract. The Contractor shall make use of labour, instead of construction plant and equipment, wherever reasonably possible.

The Contractor shall note that the works are to be carried out according to the following principles:



- Construction activities shall maximise manpower where the required quality of work can be achieved compared to conventional machine operated techniques.
- No construction plant or specialised equipment shall be used except on activities which cannot be carried out by manual labour in an effective and efficient manner.
- Employment opportunities shall be offered equally to women and men alike, and to all age groups, subject to the laws of the country. The Contractor shall adequately provide for the particular needs of women employed on construction.

## **7. WORKMANSHIP AND QUALITY CONTROL**

The onus rests with the Contractor to produce works which conform to all the requirements of the specifications. The Contractor shall institute a quality control system to ensure adequate supervision and positive control of the works at all times.

The quality of all elements of the works shall be checked on a regular basis by the Project Manager to ensure compliance with the specified requirements.

## **8. STANDARD SPECIFICATIONS**

All works shall conform to SANS 1200 standard specifications.



## SECTION 4 – BILL OF QUANTITIES

### SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT (N\$)
1	PRELIMINARIES AND GENERAL	10,000.00
2	SITE CLEARANCE	
3	EARTHWORKS	
4	CONCRETE, FORMWORK AND REINFORCEMENT	
5	MASONRY	
6	PLASTERING	
7	ROOF COVERINGS	
8	STEEL WORKS	
9	PAINTING	
10	CLEANING AND FINISHING	2,500.00
TOTAL BID PRICE (EXCL. VAT)		

### BILL OF QUANTITIES

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE (N\$)	AMOUNT (N\$)
1	<b><u>PRELIMINARIES AND GENERAL</u></b>				
1.1	Site establishment and general obligations	L Sum	1	10,000.00	10,000.00
SECTION 1: TOTAL CARRIED TO SUMMARY					10,000.00
2	<b><u>SITE CLEARANCE</u></b>				
2.2	Carefully remove existing pavers where foundations need to be constructed, set aside and reuse for making good as needed.	m2	15		
SECTION 2: TOTAL CARRIED TO SUMMARY					
3	<b><u>EARTHWORKS</u></b>				
3.1	Excavate for concrete footings for new walls, including backfilling and compaction to the satisfaction of the Engineer	m3	8		
SECTION 3: TOTAL CARRIED TO SUMMARY					
4	<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>				
4.1	<b>Strip Footings</b>				
	(a) Cast 650x250 mm concrete strip footings for new walls (Concrete class 25 MPa/19 mm)	m3	7		
4.2	<b>Block Columns</b>				
	(a) Cast concrete in layers during the construction of the block columns – allow for sufficient poking/vibration of concrete (Concrete class 15 MPa/13 mm)	m3	1		
SECTION 4: SUB-TOTAL CARRIED TO NEXT PAGE					



**MUNICIPALITY OF WALVIS BAY**  
**REFURBISHMENT OF THE CARPORT AT THE SOLID**  
**WASTE SECTION**

**BID NO. W/RFQ/MWB-25/2022**

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**SEPTEMBER 2022**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE (N\$)	AMOUNT (N\$)
<b>SECTION 4: SUB-TOTAL CARRIED FROM PREVIOUS PAGE</b>					
4.3	<b>Steel Reinforcement</b>				
	(a) Supply and install R10 reinforcement in columns as instructed on site	kg	15		
4.4	<b>Concrete Bases</b>				
	(a) Cast 500x450x450 mm concrete base footings for new columns (Concrete class 25 MPa/19 mm)	m3	1		
<b>SECTION 4: TOTAL CARRIED TO SUMMARY</b>					
<b>5</b>	<b><u>MASONRY</u></b>				
5.1	<b>Foundations</b>				
	(a) Construct plinth walls with 40 MPa rock face bricks in 1:3 cement mortar, complete with recessed pointing to the satisfaction of the Engineer. Allow for a minimum of 6 rows of which 4 rows is above existing interlock levels.	m2	14		
5.2	<b>Superstructure</b>				
	(a) Construct 220 mm block walls reinforced with brickforce every 2 <sup>nd</sup> course and finished to receive cement plaster and painting	m2	77		
5.3	<b>Brick coping</b>				
	(a) Close wall on top with one header course using 7 MPa cement super bricks in 1:3 cement mortar neatly finish on top with flush joints. Size (220x110x100 mm)	m	33		
<b>SECTION 5: TOTAL CARRIED TO SUMMARY</b>					
<b>6</b>	<b><u>PLASTERING</u></b>				
6.1	<b>External Plaster</b>				
	(a) Apply 1:4 cement plaster on all new brick walls, and finish with wooden float to an even surface to receive painting as specified under painter	m2	154		
<b>SECTION 6: TOTAL CARRIED TO SUMMARY</b>					
<b>7</b>	<b><u>ROOF COVERINGS</u></b>				
7.1	<b>Roof Timbers</b>				
	(a) SA Pine (50x228 mm) – include hoop irons, stainless steel bolts and nuts, etc.)	m	73		
	(b) LMA Pine (75x228 mm) – include hoop irons, stainless steel bolts and nuts, etc.)	m	7		
7.2	<b>Roof Coverings</b>				
	(a) Supply and install "Big Six" fibre cement roof sheets complete with all accessories and roofing screws (8x120 mm)	m2	100		
<b>SECTION 7: TOTAL CARRIED TO SUMMARY</b>					
<b>8</b>	<b><u>STEEL WORKS</u></b>				
8.1	<b>Supply and install 100x3 mm mild steel column with purpose made mild steel U-bracket welded on top to hold timber beam (75x228 mm) as per drawing detail</b>	m	4		
<b>SECTION 8: TOTAL CARRIED TO SUMMARY</b>					



MUNICIPALITY OF WALVIS BAY  
REFURBISHMENT OF THE CARPORT AT THE SOLID  
WASTE SECTION

BID NO. W/RFQ/MWB-25/2022

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SEPTEMBER 2022

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE (N\$)	AMOUNT (N\$)
9	<b><u>PAINTING</u></b>				
9.1	<b>External Walls</b>				
	(a) Paint all new Plastered surfaces with one coat alkaline resistant plaster primer	m2	154		
	(b) Paint all new walls as with two coats pure acrylic	m2	154		
9.2	<b>Woodwork</b>				
	(c) Paint new roof timbers with 1 coat primer and 1 coat universal undercoat and 2 coats high gloss enamel. (Colour as per client's choice or to match existing)	m2	30		
SECTION 9: TOTAL CARRIED TO SUMMARY					
10	<b><u>CLEANING AND FINISHING</u></b>				
10.1	<b>Remove all rubble and waste from site to the satisfaction of the Engineer</b>	L Sum	1	2,500.00	2,500.00
SECTION 10: TOTAL CARRIED TO SUMMARY					

**BILL OF QUANTITIES AUTHORISED BY:**

<b>Name:</b>		<b>Signature:</b>	
<b>Position:</b>		<b>Date:</b>	
<b>Authorized for and on behalf of (company):</b>			

**BIDS WILL BE CONSIDERED NON-RESPONSIVE AND IMMEDIATELY DISQUALIFIED IF THIS WRITTEN BILL OF QUANTITY IS NOT COMPLETED AND SIGNED. SUBSTITUTION OF THIS BILL OF QUANTITY WILL NOT BE ACCEPTED**





## SECTION 5 – SPECIFICATIONS AND COMPLIANCE SHEET

Bidders must complete columns C and D with the specification of the goods offered. Also, state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.

Item No.	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (If applicable)
A*	B*	C	D
1	Refurbishment of the Carport at the Solid Waste Section		

### SPECIFICATIONS AND COMPLIANCE SHEET AUTHORISED BY:

Name:		Signature:	
Position:		Date:	
Authorized for and on behalf of (company):			



## SECTION 6 – GENERAL CONDITIONS OF CONTRACT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods available on the website of the Procurement Policy Unit (<https://mof.gov.na/standard-bidding-documents>) except where modified by the Special Conditions below.

## SECTION 7 – SPECIAL CONDITIONS OF CONTRACT

These clauses should be read in conjunction with the General Conditions of Contract.

CLAUSE	CONTRACT DATA
<b>GCC 1.1(o) Defects Liability Period</b>	6 months after the date of issuing a Completion Certificate.
<b>GCC 1.1(r) Employer</b>	Municipality of Walvis Bay.
<b>GCC 1.1(v) Intended Completion Date</b>	1 month after acceptance of appointment.
<b>GCC 1.1(y) Project Manager</b>	Johan Landers Tel: 064 201 3351 Cellphone: 081 1298876 Email: <a href="mailto:jlanders@walvisbaycc.org.na">jlanders@walvisbaycc.org.na</a>
<b>GCC 1.1(aa) Site</b>	Solid Waste Section
<b>GCC 1.1(dd) Start Date</b>	Within 14 days after acceptance of appointment.
<b>GCC 1.1(hh) The Works</b>	Removing damaged kerbs and sidewalks/pavers and replacing them with new ones
<b>GCC 3.1 Language and Law</b>	The language of the contract is English. The law that applies to the Contract is the law of Namibia.
<b>GCC 5.1 Delegation</b>	The Project Manager may delegate his duties.
<b>GCC 6 Notices</b>	<b>To the Employer:</b> Procurement Management Unit Municipality of Walvis Bay Private Bag 5017 WALVIS BAY  For the Contractor, the address shall be as given on the first page of the Letter of Appointment and the contact's name shall be:  _____
<b>GCC 20.1 Possession of the Site</b>	The date of possession of the site shall be a maximum of 7 days after the site handover meeting.
<b>GCC 39.7 Payment Certificates</b>	Payment shall be made as per progress of works without payment for materials on site.



CLAUSE	CONTRACT DATA
<b>GCC 40</b> <b>Payments</b>	The amount certified by the Project Manager shall be paid in full within 30 days of the Employer receiving an invoice from the Contractor, supported by a payment certificate.
<b>GCC 41.1 (I)</b> <b>Adverse Weather</b> <b>Conditions</b>	<p>Adverse weather conditions will be determined at each occurrence and will be confirmed with the Project Manager within 24 hours of occurrence.</p> <p>The meaning of “adverse weather conditions” will be deemed to be weather which is not only extreme or severe but exceeding that which, on evidence of past years, could be reasonably not have been expected.</p> <p>The Contractor is expected to always have a rain gauge on site during the duration of Contract. In the case of excessive rain, readings will be compared with the local meteorological data for verification.</p> <p>The Contractor is, in addition to the above, to make allowance for normal vagaries of the weather in the programming of the Works.</p>
<b>GCC 44</b> <b>Price Adjustment</b>	N/A
<b>GCC 45</b> <b>Retention</b>	5% of the value of works claimed.
<b>GCC 47.1</b> <b>Bonus</b>	N/A
<b>GCC 48.1</b> <b>Advance Payment</b>	N/A
<b>GCC 49.1</b> <b>Performance Security</b>	N/A
<b>GCC 56.1</b> <b>Operating and</b> <b>Maintenance Manuals</b>	N/A



## SECTION 8 – CONTRACT AGREEMENT

THIS AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ 2022, between  
**MUNICIPALITY OF WALVIS BAY** (hereinafter “the Employer”), and  
\_\_\_\_\_ (hereinafter “the Contractor”).

WHEREAS the Employer desires that the Works known as **REFURBISHMENT OF THE CARPORT AT THE SOLID WASTE SECTION** 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 Conditions of Contract hereinafter 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 Letter of Appointment;
  - (c) the Notification to Bidders Nos. \_\_\_\_\_
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract
  - (f) the Project Specifications;
  - (g) the Construction Drawings; and
  - (h) the completed Bidding Forms (Section 4).
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute the works and remedy any 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.

**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.



MUNICIPALITY OF WALVIS BAY  
REFURBISHMENT OF THE CARPORT AT THE SOLID  
WASTE SECTION

BID NO. W/RFQ/MWB-25/2022

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SEPTEMBER 2022

Signed by duly authorised representative for and on behalf  
of the **CONTRACTOR**

DATE

FULL NAME

Signed by duly authorised representative for and on behalf  
of **MUNICIPALITY OF WALVIS BAY**

DATE

FULL NAME



## MANDATORY REQUIREMENTS CHECKLIST

MANDATORY REQUIREMENT	COMPLY (Y/N)
Quotation Letter, completed and signed (page 7)	
Bid securing declaration, completed and signed (page 8)	
Written undertaking in terms of the Labour Act, completed and signed (pages 9-10)	
Original or certified copy of founding statement or Company registration certificate	
Original or certified copy of a valid NamRA Tax Good Standing Certificate	
Original valid Social Security Good Standing Certificate	
Certified copy of a valid Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant Purchaser, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998	
Certified copy of SME certificate	
Certified copy of Municipal business registration	