



## KAVANGO EAST REGIONAL COUNCIL

### Request for Quotations for Works

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**“Renovation of a Security Guard House at Rundu  
Rural Consituency Office”**

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Procurement Reference No: W/RFQ/KERC/002/2024/2025

**Document issued: 10 June 2024**

**Closing Date and Time: 17<sup>th</sup> June 2024 at 11H00**

Name of Bidder: \_\_\_\_\_

Contact Number of Bidder: \_\_\_\_\_

E-mail Address of Bidder: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Contract Amount : N\$ \_\_\_\_\_

(From Summary Bill of Quantities, Inclusive of VAT)

*The Head of  
Procurement Management Unit  
Kavango East Regional Council  
E-mail: [jkangumber@kavangorc.gov.na](mailto:jkangumber@kavangorc.gov.na)  
Private Bag 2124  
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*Tel: +264 66 266 000  
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## KAVANGO EAST REGIONAL COUNCIL

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Private Bag 2124

Rundu

### Letter of Invitation

07 June 2024

*Dear Prospective bidders*

#### **Request for Quotation for the Renovation of the Security Guard House at Rundu Rural Constituency**

The Kavango East 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 Kavango East Regional Council, Mr. Siyemo Manfred. Tel:+264 66 266 000, for administrative issues and Mr Jonas Toloshi Tel: +264 66 266 000 on technical issues.

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,

10/06/2024  
**Mr. J M Kangumbe**  
**Head of Procurement Management Unit**  
**Kavango East Regional Council**



## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The **Kavango East 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 before the 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 annexe for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate

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

### 3. Validity of Quotations

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

### 4. Eligibility Criteria

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

- (a) **Have a certified Company Registration Certificate;**
- (b) **Have an original valid Good Standing Tax Certificate;**
- (c) **Have an original valid or certified valid copy of Good Standing Social Security Certificate;**
- (d) **Have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that the bidder is not a relevant employer, or certified copy of exemption issued in terms of Section 42 of the Affirmative Act, 1998;**
- (e) **Have a certified copy of SME Certificate**
- (f) **Submit a signed Bid Securing Declaration**
- (g) **Attach at least two (2) certified copies of practical Completion Certificates of the previously related completed works.**

- **NB: if the work was subcontracted, attach the practical completion certificate of the main contractor and a reference/agreement letter from the main contractor that you were subcontracted.**

- **If you constructed a private building, a letter from the village council or town council must be attached.**

**(h) Submit work Program indicating duration and deliverable milestones**

**The following form part of the eligibility criteria:**

- **Document to be filled completed with black ink**
- **All pages of the bidding document must be initialled.**
- **All correction must be initialled.**
- **No eraser (Tippex) to be used.**
- **No correction to the original Bill of Quantities is allowed.**
- **Use of Government envelop will lead to disqualification.**

**Bid Security/Bid Securing Declaration**

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

**5. Works Completion Period**

The completion period for works shall be **30 calendar days** after acceptance and issue of Purchase Order. Deviation in the completion period shall not be accepted.

**6. 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.

**7. Submission of Quotations**

Quotations should be deposited in the Quotation/Bid Box located at **Office No 11** not later than 17 June 2024. Quotations by post or hand delivered should reach Private Bag 2124 Rundu, Maria Mwendere Street by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered

**8. 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 Securing Declaration will be posted on the website of the Public Entity and available to any bidder on request within seven calendar days of the Opening.

**9. Evaluation of Quotations**

The Public Entity shall have the right to request clarifications in writing during evaluation. Substantially responsive offers shall be compared based on evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

#### **10. Technical Compliance**

Bidders shall submit along with their quotations documents, catalogues and any other literature to substantiate compliance with the required specifications and to qualify deviations if any with respect to Public Entity's requirements.

The Specifications, Performance Requirements and Compliance Sheet details the minimum specifications of the goods/items to be supplied. The specifications have to be met but no credit will be given for exceeding the specifications.

#### **11. 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.

#### **12. Margin of Preference**

Not applicable.

#### **13. 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 the contract shall be by the issue of **Letter of Acceptance** by terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract..

#### **14. Notification of Award and Debriefing**

The Public Entity shall after awarding 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 Reference Number:	
The subject matter of Procurement:	

We offer to execute the Works detailed in the Statement of Requirements, by 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 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.

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 BDS.**

The validity period of our Quotation is \_\_\_\_\_ 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 **before the expiry** date of the quotation validity.

Works will commence within **seven (7) days** from date of issue of the Letter of Acceptance.

Works will be completed within **Thirty (30) days) calendar days** from date of issue of the 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 - A**

**BID SECURING DECLARATION**

**(Section 45 of Act)**

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

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

**Procurement Ref No.:** W/RFQ-KERC/002/2024/2025

**To: Kavango East Regional Council**

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

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

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) failure to sign a procurement contract by the terms and conditions outlined 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 the person whose name and capacity are shown]

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

Name: .....  
[insert complete name of the 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: .....
The location where work will be done, goods/services will be delivered: .....



**3. UNDERTAKING**

I ....., owner/representative  
of .....

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 by 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

SECTION IV: PRICED ACTIVITY SCHEDULE FOR THE RENOVATION OF A SECURITY GUARD HOUSE  
AT RUNDU RUAL CONSTITUENCY OFFICE.

Procurement Reference Number: \_\_\_\_\_

*The quantities shown below are approximate, and subject to re-measurement for payment purposes.*

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price N\$	Total Price N\$
<b>1</b>	<b><u>ROOF TRUSSES</u></b>				
1.1	Trusses not exceeding 4.5m boxed into concrete with U-bolts welded to 8mm base plate. Angel iron L50x50x4mm (Trusse x 2)	61.61	Kg		
1.2	75x50x20x2.5mm (Purlin x 3) 4.5m each	51.99	Kg		
1.3	50x50x3mm iron cleats welded to purlins (100mm long)	1.40	Kg		
1.4	10mm U-Bolt 300mm long, with nuts and washers.	4	N <sup>o</sup>		
1.5	Base plate 8mm thick, 12mm diameter holes	4	N <sup>o</sup>		
<b>2</b>	<b><u>ROOF COVER</u></b>				
2.1	0.8 Thick IBR profiled ALU ZINC sheeting fixed with screw to topside of 75x50x20x2.5mm lipped channel purlins.	20.25	M <sup>2</sup>		
	<b><u>ROOF INSULATION</u></b>				
2.2	<b><u>'Sisalation' 420 heavy industrial grade aluminium foil base insulation</u></b>  insulation laid taut over purlins and fixed concurrent with roof covering including galvanized steel straining wires	12.25	M <sup>2</sup>		

3	<b><u>CEILING (TOTAL AREA: 3.5m x 3.5m)</u></b>				
3.1	0.5 Thick IBR profiled ALU ZINC sheeting fixed with screw to underside of 75x50x20x2.5mm lipped channel purlins. 30x30x3mm Angle iron framework for ceiling trap. 50x22mm Hardwood painted with primer undercoat and two coat high gloss enamel paint. IBR ceiling painted with peraroll texture paint.	1.00	Item		
4	<b><u>PAINT WORK ON PREVIOUSLY PAINTED AND PLASTED OR SCREDED SURFACE.</u></b>				
	<b>Clean down and prepare one coat eggshell enamel paint</b>				
4.1	On internal smooth plastered wall	54.00	M <sup>2</sup>		
	<b>Clean down and prepare one coat eggshell enamel paint</b>				
4.2	On external smooth plastered wall	44.20	M <sup>2</sup>		
5	<b><u>BRICK WORK</u></b>				
	<b>Demolish and rebuild one brick wall, include concrete box of 20Mpa of 220x300x300mm to fix iron trusses.</b>				
5.1	Demolish one brick wall	2.1	M <sup>2</sup>		
5.2	One brick wall	2.1	M <sup>2</sup>		
5.3	Concrete 20Mpa	0.1	M <sup>3</sup>		
6	<b><u>DOORS</u></b>				
6.1	Olympia type single door and frame to suit opening size 900x2100mm high.	1.00	N <sup>o</sup> .		
6.2	Standard 813x2032mm Semi-solid flush door with hardboard facings suitable for painting.	1.00	N <sup>o</sup>		

6.3	"Union" Gower lever furniture code: CZ682-24/SS, with two lever lockset code: 2226-78SS	2.00	N <sup>o</sup>		
6.4	32mm Rubber door stop fixed to wall or floor	2.00	N <sup>o</sup>		
7	<b>WINDOWS (GLAZING)</b>  <u>Glazing to steel with putty</u>  4mm Clear float glass				
7.1	Panes exceeding 0,1m <sup>2</sup> and not exceeding 0,5m <sup>2</sup>	1.08	M <sup>2</sup>		
8	<b><u>REPAIR TO PLUMBING AND DRAINAGE INSTALLATIONS.</u></b>				
8.1	<b>Repair to W.C suites and flushing valves</b>				
8.1.1	Clear out blockage in w.c pan	1.00	No.		
8.1.2	Service, clean and adjustable valve to w.c. cistern, including new washers as may be necessary.	1.00	No		
8.2	<b>Repair to drainage installations</b>				
8.2.1	Remove and replace uPVC 40mm pipe vertically or ramped to cleaning eyes, etc ( No excavation)	2.00	M		
8.2.2	Remove and replace uPVC 40mm bend pipes	2.00	No		
8.2.3	Remove and replace a ceramic hand wash (Harbour Basin PLBAS6002 White)	1.00	No		
9	<b><u>ELECTRICAL FITTING</u></b>				
9.1	<b>Wirings and Cables (Area: 3.5mx3.5m, H=3m)</b>				
9.1.1	Test and fix electrical wiring.	1.00	Lump sum		
9.1.2	Test and fix 1 lever 1 way switch.	2.00	No		
9.1.3	Test and fix 2X4 Wall plugs plus covers (Single)	2.00	No		

9.1.4	Install Osram L18W/640 Cool white fluorescent tubes	2.00	No		
9.1.5	Install Osram L18W/640 Cool white fluorescent tubes <b>HOLDER.</b>	1.00	No		
9.1.6	Install Fluorescent saving lamps "PL"9 watt	1.00	No		
9.1.7	Install Fluorescent saving lamps "PL"9 watt <b>HOLDER</b>	1.00	No		
				<b>Net Construction cost</b>	
				<b>CONTINGENCIES (10%)</b>	
				<b>VAT@15%</b>	
				<b>TOTAL</b>	

**NB: YOUR CONTIGENCY MUST BE VAT. EXCLUSIVE**

## SECTION III: STATEMENT OF REQUIREMENTS

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

#### A.1 INTRODUCTION

The project scope of works under this Contract comprises of the Renovation of a Security Guard Room at Rundu Rural Constituency – Kavango East Region

The full scope of the works required to be carried out under the contract may increase or decrease depending on the budgetary constraints on the project.

#### A.2 GENERAL DESCRIPTION OF WORKS

The bidder should take note that the general description of the works serves to outline the extent of the works, but does not limit the amount of work, which may be required of the Contractor under this contract and in fulfilment of the project objectives. Holistic reference must be made to Section III: Statement of Requirements (including Scope of Work, Project Specifications and the Bid Drawings) and Section IV: Priced Activity Schedule for a complete description of the works.

##### A.2.1 GENERAL

The following activities will form part of the Contract:

- a) Site establishment
- b) Site clearance and settings

#### A.3 CONSTRUCTION PROGRAMME

The contract period will be **Thirty (30) calendar days** and the contractor's proposed construction programme must reflect this period for construction. The contract period includes all public holidays. The construction programme must include all required work tasks to carry out the works, indicate dependence between tasks as well as the critical path.

The detailed programme must be submitted to the Project Manager for approval within a maximum of 14 days from Notification of Award.

**The programme MUST indicate the critical path and any extension of time evaluation will be based on the effect on the critical path.** It remains the Contractor's responsibility to mitigate delays at all times.

#### A.5 SITE FACILITIES AVAILABLE

The Contractor shall make his own arrangements for the supply of water, telecommunications and power required by him for the execution of the works. The Bidder shall allow for the cost of all such arrangements in his bid rates and no additional payment

claims for construction water, telecommunications, electrical supply, or sewerage arrangements will be accepted.

Cost incurred in installing water, telecommunications, or electrical supply line from the supply points to the construction camp and/or works shall be for the Contractor's account.

The Contractor will be held responsible for any damages to the supply lines and fittings for the duration of the contract.

## **A.6 SITE FACILITIES REQUIRED**

### **A.6.1 CONTRACTOR'S SITE SANITARY FACILITIES**

The Contractor shall provide and maintain adequate and proper ablution facilities for his site personnel at all times.

Latrines shall be effectively screened from view and maintained in a clean and sanitary condition. The Contractor shall make all the necessary arrangements for the regular removal and emptying of the sanitary pails at his own cost.

If at any time the Contractor fails to observe the previously mentioned conditions and after being notified by the PM, fails to rectify conditions, the PM shall have the right to order such materials and appoint any workers as may be seen necessary to maintain the sanitary facilities as set out above. All related costs will be for the Contractor's account.

### **A.6.2 PROJECT MANAGER'S SITE OFFICE AND ASSOCIATED FACILITIES**

The PM will not require a site office for this contract. The Contractor will however ensure a well-built and sufficiently ventilated and cooled office is available on site in which to have the monthly progress meetings. This meeting office will have a large boardroom table with sufficient seating for 5 – 10 persons.

## **A.7 LOCATION OF SITE CAMP AND MATERIALS STORAGE AREA**

The Contractor will establish his site camp and material storage area at a location on Site which is approved by the PM and the Employer.

Before occupying the Site for the execution of this Contract, the Contractor shall submit for the PM's approval a proposal for the layout of all his camp and storage areas.

## **A.8 ACCOMMODATION OF EMPLOYEES**

With the exception of a night watchman, employees may not be housed or accommodated on the site of the Works unless otherwise approved by the Employer..

## **A.9 SAFETY AND SECURITY ON SITE**

### **A.9.1 SECURITY**

It shall be the responsibility of the Contractor to control access to the site during the execution of the Contract to prevent any unauthorised persons from entering the site.

**Bill of Quantities Notes**

1. The quantities in the Bill of Quantities are provisional and shall be measured as executed and paid for according to prices in the Bill of Quantities and any unexpended amounts shall be deducted from the amount of the contract sum.
2. The quantities in the Bill of Quantities are not to be used for ordering materials.
3. The Bill of Quantities form part of and must be read in conjunction with the specifications, which document contains the full description of the works to be done and material and equipment to be used and unless otherwise described in the Bill of Quantities, reference should be made to the specification for the full meaning or description of work to be done.
4. No alteration, erasure or addition is to be made in the text of the Bill of Quantities.
5. Should any alteration, or erasure be made, it will not be recognized but the original wording of the Bill of Quantities will be adhered to.
6. The priced Bill of Quantities of the successful tenderer will be checked and the Client reserves the right to call for an adjustment to any individual price and to rectify the discrepancy.
7. Variations in the scope and extent of the work included in the Bill shall be allowed to meet the employer's requirements and shall be measured and cost at rates entered in the Bill, where appropriate, and shall form additions to or deductions from the total of the Bill.
8. Any items or variations for which rates have not been included in the Bill of Quantities shall be agreed and priced as non-scheduled items by the provisions of the contract.
9. The rules covering the extent and costing of the variation shall be those provided for in the General Conditions of Contract.
10. Unless a separate rate for the supply and the installation of any item is specifically called for, the supply and installation cost of any item shall be fully included in the unit price.
11. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, waste, patterns, models and templates, plant, temporary works, return of packing, establishment charges, profit and all other obligations arising out of the conditions of the contract.
12. All fittings and accessories always include the connections thereto.



13. All measurements are nett unless otherwise stated, and Bidders must allow in their rates for wastage.
14. All provisional sums shall be expended as directed by the Engineer and any balance remaining shall be deducted from the amount of the contract sum.

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

Any resulting contract shall be placed using a Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Works

## SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ-KERC/002/2024/2025**

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

GCC Clause Reference	Special Conditions
<b>Employer GCC 1.1(r)</b>	The Employer is the <b>Kavango East Regional Council</b>  The name of the authorized representative is: <b>Mr. Jonas Toloshi</b>
<b>Intended Completion Date GCC</b>	The intended completion date is: <b>Thirty (30) calendar after issue of acceptance order.</b>
<b>Site GCC 1.1(aa)</b>	The Site is located at:  Address of Site: <b>Rundu Rural Constituency – Kavango East Region</b>
<b>Start Date GCC 1.1(dd)</b>	The Start Date shall be: <b>7 days after receipt of appointment letter or as agreed between Employer and Contractor</b>
<b>The Works GCC 1.1(hh)</b>	The Works consist of: <b>Renovation of a Security Guard Room at Rundu Constituency – Kavango East Region</b>
<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>Notices GCC 6</b>	Delivery address for notices is:  Employer: <b>Contact Ms. Ludgela Nangura. Kavango East Regional Council Private Bag 2124 Maria Mwengere Street, Rundu Namibia</b>

GCC Clause Reference	Special Conditions
	<p>For Contractor, to be advised on Contract award and signing and the contact name shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Site Date GCC 14.1</p>	<p>The site Data shall be:</p> <p><b>1. Construction Drawings</b></p>
<p>Possession of the Site GCC 20.1</p>	<p>The Site Possession Date shall be: 7 Days after the appointment letter</p>
<p>Procedure for Disputes GCC 24</p>	<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 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 the court by either party.</p>
<p>Program GCC 25.1</p>	<p>The Contractor shall submit for approval a Program for the Works within <b>14</b> days from the date of the Letter of Acceptance.</p>
<p>GCC 25.3</p>	<p>Program updates shall be required.</p>
<p>Defects Liability Period GCC 33.1</p>	<p>The Defects Liability Period is <b>365 days</b>.</p>
<p>Payments GCC 40</p>	<p>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:</p> <p>(a) the payment certificate; and</p> <p>(b) a certificate of completion of the Works.</p>
<p>Price Adjustment GCC 44.</p>	<p>The Contract <i>is not</i> subject to price adjustment by GCC Clause 44, and the following information regarding coefficients <i>does not</i> apply.</p>
<p>Retention GCC 45.</p>	<p>(i) 10% of the amount shall be retained from any payment. Half of the retention money will be released after issuing of the Certificate of Completion and formal taking over of the Works and the remaining shall</p>

<b>GCC Clause Reference</b>	<b>Special Conditions</b>
	be released after the Defect Liability Period subject to the Contractor making good all defects.
<b>Bonus GCC 47.1</b>	N/A
<b>Advance Payment GCC 48.1</b>	(i) No advance payment shall be made.
<b>GCC 56.1</b>	"As-built" drawings or operating <i>are</i> required.
<b>GCC 59.1</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is <b>5%</b> .

## SCHEDULE 2

## QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ-KERC/002/2024/2025

Description	Attached	Not Attached
Quotation letter with Appendices		
Priced Activity Schedule		
Signed Bid Securing Declaration		
Certified copy of Company Registration Certificate		
Original valid or certified good Standing Tax Certificate		
Original valid or certified good Standing Social Security Certificate		
Signed Bid Securing Declaration		
Valid certified copy of Affirmative Action Compliance Certificate		
Company Profile		

**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.