



REPUBLIC OF NAMIBIA

MINISTRY OF EDUCATION, ARTS AND CULTURE

Tel: (061) 2933047
Fax: (061) 2933039
Enquiries: Dolly Heita
Email: Dolly.Heita@moe.gov.na

Luther Street, Govt. Office Park
P/Bag 13186
WINDHOEK

10 June 2024

INVITATION TO BIDDERS

SUBJECT: REQUEST FOR THE PROCUREMENT OF GRASS CUTTING WITHIN THE CAMPUS YARD, CREATION OF A FIRE BARRICADE TWO METERS OUTSIDE AND INSIDE THE YARD AROUND THE ELECTRICAL FENCE, REMOVAL OF ACCUMULATED GARDEN REFUSE, AND THE DIGGING OF A TRENCH FOR THE DISPOSAL OF GARDEN WASTE AT THE MINISTRY OF EDUCATION, ARTS AND CULTURE.

PROCUREMENT REFERENCE NO: W/RFQ/10-05/2024-2025

THE PROCUREMENT MANAGEMENT UNIT AT HEAD OFFICE, WINDHOEK, IS HEREBY INVITING QUOTATIONS FROM REPUTABLE SERVICE PROVIDERS FOR REQUEST FOR THE PROCUREMENT OF GRASS CUTTING WITHIN THE CAMPUS YARD, CREATION OF A FIRE BARRICADE TWO METERS OUTSIDE AND INSIDE THE YARD AROUND THE ELECTRICAL FENCE, REMOVAL OF ACCUMULATED GARDEN REFUSE, AND THE DIGGING OF A TRENCH FOR THE DISPOSAL OF GARDEN WASTE AT THE MINISTRY OF EDUCATION, ARTS AND CULTURE.

BID DESCRIPTION

PROCUREMENT REFERENCE NO: W/RFQ/10-05/2024-2025

SPECIFICATIONS:

- ✓ Please refer in the Bidding Document on page 11

ELIGIBILITY CRITERIA:

- ✓ Please refer in the Bidding Document on page 3

BID SECURING DECLARATION:

- ✓ Please refer in the Bidding Document on page 8

- ✓ **NB: SOFT COPY OF THE BIDDING DOCUMENT WITH THE ATTACHED LIST OF ITEMS ARE TO BE DOWNLOADED FROM THE MINISTRY'S WEBSITE: www.moe.gov.na - PROCUREMENT**
- ✓ **Closing Date 02 July 2024 at 10H00 and Quotation to be submitted in sealed envelope to: Ministry of Education, Arts and Culture, Procurement Management Unit, First Floor, Room 108, Government Office Park. Envelope should be clearly marked with the Procurement Reference Number, addressed to Public Entity with bidder's name.**


Ms. Regina Puteho

HEAD OF PROCUREMENT MANAGEMENT UNIT

10 JUN 2024

13/06/2024
DATE

All official correspondence must be addressed to the Executive Director



REPUBLIC OF NAMIBIA

MINISTRY OF EDUCATION, ARTS AND CULTURE

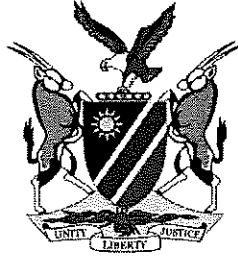
Tel: (061) 2933047
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Email: Dolly.Heita@moe.gov.na

*Luther Street, Govt. Office Park
P/Bag 13186
WINDHOEK*

Request for a Sealed Quotation Of Works

REQUEST FOR THE PROCUREMENT OF GRASS CUTTING WITHIN THE CAMPUS YARD, CREATION OF A FIRE BARRICADE TWO METERS OUTSIDE AND INSIDE THE YARD AROUND THE THE ELECTRICAL FENCE, REMOVAL OF ACCUMULATED GARDEN REFUSE, AND THE DIGGING OF A TRENCH FOR THE DISPOSAL OF GARDEN WASTE AT THE MINISTRY OF EDUCATION, ARTS AND CULTURE.

Procurement Reference No: W/RFQ/10-05/2024-2025



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Luther Street, Govt. Office Park
 P/Bag 13186
 WINDHOEK

10 June 2024

Letter of Invitation

REQUEST FOR THE PROCUREMENT OF GRASS CUTTING WITHIN THE CAMPUS YARD, CREATION OF A FIRE BARRICADE TWO METERS OUTSIDE AND INSIDE THE YARD AROUND THE THE ELECTRICAL FENCE, REMOVAL OF ACCUMULATED GARDEN REFUSE, AND THE DIGGING OF A TRENCH FOR THE DISPOSAL OF GARDEN WASTE AT THE MINISTRY OF EDUCATION, ARTS AND CULTURE.

Dear Sir/Madam

The Ministry of Education, Arts and Culture invites you to submit your best quote for the items described in detail hereunder.

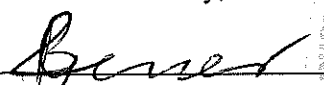
Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to Dolly Heita (Dolly.Heita@moe.gov.na) and Ms. Regina Puteho (Regina.Puteho@moe.gov.na), Room 106 First Floor, Government Office, Park, 061-2933056/47044.

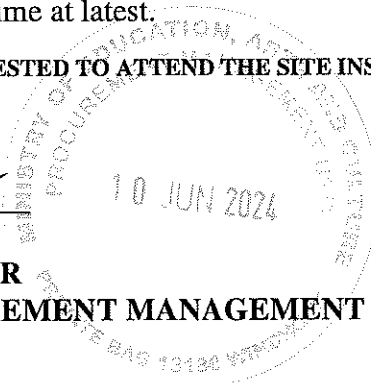
Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation. Quotations should be deposited in the Quotation/Bid Box located at FIRST FLOOR, ROOM 108, and GOVERNMENT OFFICE PARK not later than **02 July 2024, BEFORE 15H00**. Quotations by post or hand delivered should reach FIRST FLOOR, ROOM 106/9, and GOVERNMENT OFFICE PARK by the same date and time at latest.

NB: YOU ARE REQUESTED TO ATTEND THE SITE INSPECTION ON TUESDAY 25TH JUNE 2024, 10H00.

Yours faithfully,


 Ms. Regina Puteho

**DEPUTY DIRECTOR
 HEAD OF PROCUREMENT MANAGEMENT UNIT**



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The *[Public Entity]* 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

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

3. Validity of Quotations

The quotation validity period shall be **30** (thirty) days from the date of bid submission deadline.

4. Eligibility Criteria

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

- (a) have a **valid certified copy** company Registration Certificate **Certified by Namibian Police;**
- (b) have an **original/certified copy** of a valid good Standing Tax Certificate **Certified by Namibian Police;**
- (c) have an **original/certified copy** of valid good Standing Social Security Certificate **Certified by Namibian Police;**
- (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 **Certified by Namibian Police;**
- (e) have a **certificate copy** of indicating SME Status (for Bids reserved for SMEs) **Certified by Namibian Police;**
- (f) Complete and 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) Complete the whole bidding document where required and an incomplete bidding document shall lead to disqualification.
- (i) Complete in terms of Section 71.3 of the Public Procurement Act, Act 15 of 2015, **Margin of Preference**.
- (j) Signed, initialed and submitted documents

5. Bid Security/Bid Securing Declaration

Bidders are required to submit a Bid Security/subscribe to a Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation, a Bid Security as per the format contained in Schedule 1 of this document for an amount of NAD.....[based on 0.05% - 2% of your budget estimate for the procurement] OR% [insert percentage within the following range: 0.05% - 2% of the quoted price] valid up to [validity period of bid security must be 30days beyond the quotation validity period]

[Public Entity shall insert amount/percentage of bid security and validity period, if a Bid Security is applicable].

6. Works Completion Period

The completion period for works shall be [insert number of days/weeks/months] after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted/shall be considered if such deviation is reasonable [Public Entity to select as appropriate].

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 FIRST FLOOR, ROOM 108, GOVERNMENT OFFICE PARK, not later than **02 July 2024 before 10H00**. Quotations by post or hand delivered should reach this office by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing Declaration, will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

10. Evaluation of Quotations

The Public Entity shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

11. Technical Compliance

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

12. Prices and Currency of Payment

Prices for the execution of works shall be fixed in Namibian Dollars as quoted.

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

13. Margin of Preference

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

In terms of Section 71.3 of the Public Procurement Act, Act 15 of 2015, Margin of Preference shall apply as follows:

MARGIN OF PREFERENCE: BIDDERS WHO QUALIFY UNDER THIS CATEGORY MUST ATTACH DOCUMENTARY EVIDENCE AS STATED ON THE TABLE BELOW.

Category	Margin of Preference	Documentary Evidence	
Manufacturer	2 percent	-Certificate of registration from a registering authority -Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant.	
MSME	1 percent	-SME Registration Certificate -Declaration indicating the percentage of Namibia MSME ownership	
Women-Owned Enterprise	1 percent	-ID of all shareholders -Founding Statement/Company Registration indicating ownership structure/shareholder certificate. -Declaration indicating the percentage of Namibian female ownership	
Youth-Owned Enterprise	2 percent	-ID of all shareholders -Founding Statement/Company Registration indicating ownership structure/shareholder certificate. -Declaration indicating the percentage of Namibian youth ownership	
PDP-Owned Enterprise	2 percent	-ID of all shareholders -Founding Statement/Company Registration indicating ownership structure/shareholder certificate. -Declaration indicating the percentage of Namibian PDPs ownership	
Supplier Promoting Environment Protection	1 percent	-Declaration and proof that the bidder meets the requirements set out on the bidding document	
Service Rendered by the Namibian Citizens	1 percent	-Declaration that the bidder employs 50% or more Namibian Citizens.	
TOTAL	10%		

Formula for calculation of Margin of Preference:

$$A = \frac{MP \times BP}{100}$$

“A” represents the amount to be determined

“M” represents the total percentage of all margins of preferences granted

“BP” represents the bid price

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

[To be inserted if applicable]

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

[This paragraph shall be deleted if Performance security is not applicable]

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of *[insert percentage between the following range: 10 to 15 %]* of the contract price.

16. Notification of Award and Debriefing

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

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

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

Quotation addressed to: [name of Public Entity]	Ministry of Education, Arts and Culture
Procurement Reference Number:	W/RFQ/10-05/2024-2025
Subject matter of Procurement:	REQUEST FOR THE PROCUREMENT OF GRASS CUTTING WITHIN THE CAMPUS YARD, CREATION OF A FIRE BARRICADE TWO METERS OUTSIDE AND INSIDE THE YARD AROUND THE THE ELECTRICAL FENCE, REMOVAL OF ACCUMULATED GARDEN REFUSE, AND THE DIGGING OF A TRENCH FOR THE DISPOSAL OF GARDEN WASTE AT THE MINISTRY OF EDUCATION, ARTS AND CULTURE.

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 **30 days** *[insert number of days]* from the date of the bid submission deadline.

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

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

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

Quotation Authorised by:

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

Appendix to Quotation Letter

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

Date: [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

This text hereunder is a guidance for the preparation of the Specifications and Performance Requirements and should not form part of the final document

Equivalency of Standards and Codes

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

NB: YOU ARE REQUESTED TO ATTEND THE SITE INSPECTION ON TUESDAY 25TH JUNE 2024, 10H00.

B. DRAWINGS

[TO BE COMPLETED BY PUBLIC ENTITY.]

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

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/10-05/2024-2025**

[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	Grass cutting and cleaning grass inside NIED campus to a stable height	3 hectares			
2	Creating a fire barricade two meters outside and inside the yard around the electrical fence.	2 kilometers			
3	Removing grass and debris and transporting them to the dumping site.	20 tonnes			
4	Digging a trench for the disposal of garden waste.	3m depth, 4m x 4m			
5	Cutting down trees exceeding 200mm, cleaning grass and shrubs in ten (10) houses yards.	15 trees			
Enter 0% VAT rate if VAT exempt.				Subtotal	
				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: **W/RFQ/10-05/2024-2025**

[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

* 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: **W/RFQ/10-05/2024-2025**

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)	<i>[insert public entities name]</i>
Intended Completion Date GCC	The intended completion date is:
Site GCC 1.1(aa)	The Site is located at Ministry of Education, Arts and Culture
Start Date GCC 1.1(dd)	The Start Date shall be: _____
The Works GCC 1.1(hh)	The Works consist of:
Interpretation GCC 2.2	The project will be completed in the following sections: _____
Interpretation GCC2.3	The following additional documents shall form part of the contract: _____
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	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
Manager's 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 <i>[may/may not]</i> delegate his/her duties.
Notices GCC 6	Any notice shall be sent to the following addresses: For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be <hr/> 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 <hr/>
Insurance GCC 13.1	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: <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: YOU ARE REQUESTED TO ATTEND THE SITE INSPECTION ON TUESDAY 25TH JUNE 2024, 10H00.
Possession of the Site GCC 20.1	The Site Possession Date shall be:
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>[insert shall or shall not]</i> be required..
Defects Liability Period GCC 33.1	The Defects Liability Period is: <i>[insert number]</i> days. <i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i>
Payment Certificates GCC 39.7	<i>[Public Entity shall choose either:</i> " 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". <i>Or:</i> "Payment shall be made as per progress of works <i>with/without</i> * payment for materials on site". <i>*delete as appropriate]</i>
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.

GCC Clause Reference	Special Conditions
Adverse weather Conditions GCC 41.1 (l)	<i>[Public Entity to define adverse weather conditions]</i>
Price Adjustment GCC 44.	The Contract <i>[is/is not]</i> subject to price adjustment.
Retention GCC 45.	(i) no proportion of any payments shall be retained* or (ii) 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.* * Delete as appropriate
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are <i>[insert rate]</i> per day. The maximum amount of liquidated damages for the whole of the Works is <i>[amount based on a maximum number of days]</i> .
Bonus GCC 47.1	The rate for the Bonus per calendar day is: _____
Advance Payment GCC 48.1	(i) No advance payment shall be made* or (ii) An amount representing <i>[10-20% of the contract price]</i> shall be released against a Bank Guarantee for mobilisation of plant and equipment.* * Delete as appropriate
Performance Security GCC 49.1	(i) No Performance Security is required*or (ii) A Performance Security in the form of a Bank Guarantee representing <i>[insert percentage 10-15%</i> (iii) <i>] of the final contract price shall be required.*</i> * Delete as appropriate
GCC 56.1	"As built" drawings or operating and maintenance manuals <i>[insert are or 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: <i>[insert percentage]</i>

SCHEDULE 1:
QUOTATION CHECKLIST SCHEDULE

SCHEDULE 2

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

Procurement Reference No.: W/RFQ/10-05/2024-2025

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Security / Bid Securing Declaration		
Payment schedule		
Margin of Preference		

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.*