



**REQUEST FOR SEALED QUOTATION FOR WORKS**

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**PROCUREMENT OF MAINTENANCE AND REPAIRS FOR NACC OFFICE AND  
NAMIBIAN TRADE BUILDING – 36 MONTH CONTRACT  
(NACC)**

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**PROCUREMENT REFERENCE NO:**

**W/RFQ/NACC - 01/2025**

**ISSUED ON:**

17 APRIL 2025

**CLOSING DATE:**

16 MAY 2024 @ 10H00 AM

**COST: FREE**

<b>Name of Bidder:</b>	..... .....
<b>Total Bid Price:</b>	N\$..... .....(excl. VAT)

**Namibian Competition Commission**  
Marien Ngoubi Street, Windhoek, NAMIBIA  
Tel: +264 61 224 622, Fax: 061 +264 61 401 900,  
[www.nacc.com.na](http://www.nacc.com.na)

**PROCUREMENT OF MAINTENANCE AND REPAIRS FOR NACC OFFICE AND  
NAMIBIAN TRADE BUILDING – 36 MONTH CONTRACT**



**LETTER OF INVITATION**

TO: \_\_\_\_\_

**W/RFQ/NACC-01/2025**

**16 April 2024**

Dear Sirs,

**PROCUREMENT OF MAINTENANCE AND REPAIRS FOR NACC OFFICE AND NAMIBIAN TRADE BUILDING – 36 MONTH CONTRACT**

The Namibian Competition Commission (NACC) 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 [NaCCProcurement@nacc.com.na](mailto:NaCCProcurement@nacc.com.na)

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,



.....  
**Ndapandula Nghaamwa**

**Head of Procurement Management Unit SECTION I: INSTRUCTIONS TO BIDDERS**

**1. Rights of Public Entity**

- (a) Accept or reject any quotation;
- (b) cancel the quotation process and reject all quotations at any time prior to contract award;
- (c) Reduce or increase the quantity of works required where applicable;
- (d) Cancel procurement process not finalized within the financial year (2025/26 – 2026/27) cycle; and
- (e) Inspect the business premises to determine whether the service provider has the capacity to deliver the required goods and services.
- (f) Disqualify previous service provider / bidders that failed to comply with the terms and conditions of contract for such services listed under **Sections: III, IV and V** of this bidding document.
- (g) Report defaulting service provider to Review Panel for further adjudication

**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 60 working days from the date of bid submission deadline.

**4. Eligibility Criteria**

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

- (a) submit a valid certified copy of Company Registration Certificate which outlines that bidders principle line of business is in line with this procurement;
- (b) submit an original or valid certified copy of Good Standing Tax Certificate valid by the time of submission of bid;

- (c) submit an original or valid certified copy of Good Standing Social Security Certificate valid by the time of submission of bid;
  - (d) submit 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 valid by the time of submission of bid;
  - (e) complete and submit a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
  - (f) submit a valid certified copy of certificate indicating SME Status (Optional)
  - (g) submit signed Bid-securing Declaration;
  - (h) complete all spaces provided and initial each page of the bidding document
- 4.2. Bid is reserved for bidders in the business of maintenance and small works.
- 4.3. submit a reference letter/purchase order of rendering similar works during the last three (3) years.
- 4.4. Please take note that this procurement is subject to code of good practice and exclusive preference shall be given to bidder who:**
- a) qualifies as a Namibian bidder in terms of section 71(3) of the Act;
  - b) demonstrates that the bidder meets the local content; by attaching to its bid, the cost structure for value added certified by the accountant; and
  - c) meets any or more of the criteria specified in paragraph 13 (Margin of Exclusive Preference) of the bidding document.

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

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

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

The completion period for works shall be 60 working days after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted/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 Bid Box located at **Namibian Competition Commission, Marien Nguoabi Street, WINDHOEK** or **forwarded by courier**, not later than **16 May 2025, 17h00**. Quotations by post or hand delivered should reach **Namibian Competition Commission, Marien Nguoabi Street, WINDHOEK** 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:

Please refer to Section 4.4 of the bidding document.

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

Please refer to Section 4.4 of the bidding document.

## 14. Qualification and Application of Exclusive Preference

14.1. Withdrawal of Reserved Procurement

Please Note: As per Section 72 (4) of the Public Procurement Act, 2015 (Act No. 15 of 2015) if the Office receives no acceptable offer from a qualified local supplier, the Office will withdraw the reserved procurement and re-solicit new offers on unrestricted basis.

Please refer to Section 4.4 of the bidding document.

### 15. Margin of Exclusive Preference

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

No.	Categories of bidders	Definition/Criteria	Margin of preferences	Documentary evidence to be submitted with the bid (all the documents required per category must be submitted)	Document evidence submitted (bidder to indicate yes/no by ticking)	
					Yes	No
1.	Manufacturer	“manufacturer” means a person or a company that is involved in the physical or chemical transformation of materials or components into new products whether or not –(a) the transformation is through work - (i) performed by a power-driven machine or by hand; or (ii) done in a home or factory; or (iii) the new products are sold on a wholesale or retail basis;	2%	a) Certified copy of Certificate of registration from a registering authority		
				b) Declaration ( <b>under oath</b> ) by the bidder that the manufactured goods meet the local content as determined in Annexure 1 of Code of Good Practice, as per the cost structure for Value Added Calculation.		
2.	Micro, Small and medium Enterprise	a bidder who is a MSME, means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51% owned by Namibians	1%	a) Certified copy of SME registration certificate		
				b) Declaration ( <b>under oath</b> ) indicating the percentage of Namibian MSME		
3.	Women owned enterprise	a bidder who is a woman or whose minimum equity is 51% owned by Namibian women	1%	a) Certified copy of Identity Documents (IDs) of all shareholders		
				b) Certified copy of founding statement/company registration indicating ownership structure/certified copy of shareholder certificate		
				c) Declaration ( <b>under oath</b> ) indicating the percentage of Namibian female ownership		
4.	Youth owned enterprise	a bidder who is a youth or whose minimum equity is 51% owned by Namibian youths  “youth” means a young person aged from 16 to 35 years old as per Section 1 of the National Youth Council Act, 2009 (Act No. 3 of 2009)	2%	a) Certified copy of IDs of all shareholders		
				b) Certified copy of founding statement/company registration indicating ownership structure/certified copy of shareholder certificate		
				c) Declaration ( <b>under oath</b> ) indicating the percentage of Namibian youth ownership		
5.	Previously Disadvantaged, Person (PDP) owned enterprise	a bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs  “previously disadvantaged persons” means persons contemplated in Article 23(2) of the Namibian Constitution and includes (a) women; and (b) persons with any disability as defined in the National Disability Council Act, 2004 (Act No. 26 of 2004);	2%	a) Certified copy of IDs of all shareholders		
				b) Certified copy of founding statement/company registration indicating ownership structure/certified copy of shareholder certificates		
				c) Declaration ( <b>under oath</b> ) indicating the percentage of Namibian PDPs ownership		
6.	Supplier providing environmental protection	A bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document	1%	a) Declaration ( <b>under oath</b> ) by the bidder that the latter deals with environmental protection		
7.	Suppliers providing employment to Namibian	A bidder who employs 50% or more Namibian citizens	1%	a) Declaration ( <b>under oath</b> ) that the bidder employs 50% or more Namibian citizens b) Certified copies of IDs of Namibian citizens employed by the bidder		
<b>Total</b>			<b>10%</b>			

15.2. Bidders applying for the Margin of Preference shall submit, evidence document as indicated in column number five (5) above and must complete the attached declaration templates.

**15.2.1. DECLARATION IN RESPECT OF EXCLUSIVE PREFERENCE**

**Paragraph 9(3) and Annexure 6 of the Code of Good Practice on Preferences Referred to in Section 71 and 72 of Public Procurement Act, 2015**

Bidder to tick the appropriate box to indicate the category under which it has made a declaration.

<b>CATEGORY OF BIDDER UNDER WHICH DECLARATION IS MADE</b>	<b>APPENDIX TO BE ATTACHED</b>	<b>TICK</b>
Manufacturer	Cost structure for Value Added Calculation as per Annexure 1 of Code of Good Practice.	N/A not applicable for this bid.
Micro, Small and Medium Enterprise	MSE certificate	
Women owned enterprise	ID'S	
Youth owned enterprise	ID'S	
Previously Disadvantaged, Person (PDP) owned enterprise	ID'S	
Supplier providing environmental protection	Any relevant documents	
Suppliers providing employment to Namibian	Organisation structure	

Full Name of authorised person: \_\_\_\_\_

Company: \_\_\_\_\_

Position: \_\_\_\_\_

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

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

Company Seal:

**Manufacture’s Declaration in Terms of Paragraph 9(3) and Annexure 6 of the Code of Good Practice**

I/We hereby declare under oath that the manufactured goods meet the local content as determined in Annexure 1 of Code of good practice, as per the cost structure for Value Added Calculation.

The Local Value Added amounts to: N\$\_\_\_\_\_

**NB: The cost structure reflecting the above amount must be attached to the bid for reference.**

Sworn/affirmed before me at.....this.....day  
of.....20.....

.....  
Signature

.....  
Name and Rank: Commissioner of Oaths

.....  
Signature of witness

.....  
Name of witness



**ANNEXURE 1**  
**COST STRUCTURE FOR VALUE ADDED CALCULATION**  
 (Paragraph 1)

	<b>Product</b>
	<b>N\$</b>
<b>Raw Materials, Accessories and Components</b>	
• Imported (CIF)	
• Local (Value Added Tax and Excise Duty Fee)	
• Local (Cost, Insurance, Freight)	
<b>Labour Cost</b>	
• Direct Labour	
• Clerical Wages	
• Salaries to Management	
<b>Utilities</b>	
• Electricity	
• Water	
• Telephone	
<b>Depreciation</b>	
<b>Interest on Loans</b>	
<b>Rent</b>	
<b>Other (please specify)</b>	
<b>TOTAL COST</b>	
<b>COST OF IMPORTED INPUTS</b>	
LOCAL VALUE ADDED	
<b>% LOCAL VALUE ADDED</b>	

*Local Value Added = Total Cost – Cost of imported inputs x 100*  
*Total Cost*

**NB! The cost structure must be certified by an Accountant**

**Micro, Small and Medium Enterprise/ Women Owned Enterprise Declaration/ Youth Owned Enterprise Declaration/ Previously Disadvantaged, Person (PDP) Owned Enterprise Declaration in Terms of Paragraph 9(3) and Annexure 6 of the Code of Good Practice**

I/We declare under oath that the company's total **equity owned by:**

**Namibians (MSME)** is \_\_\_\_\_ (insert percentage)

**Namibian women** is \_\_\_\_\_ (insert percentage)

**Namibian youth** is \_\_\_\_\_ (insert percentage)

**Namibian PDPs** is \_\_\_\_\_ (insert percentage)

The following are the names of all shareholders and the percentage shares held by each member:

SN	Full Legal Name	Identification Number	Nationality (E.g. Namibian)	Gender	Age	PDP Category	% Shares
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
<b>Total Shares</b>							

**NOTE:** The above table may be reproduced if the space provided is not sufficient to cover the names of all shareholders.

**Micro, Small And Medium Enterprise/ Women Owned Enterprise Declaration/ Youth Owned Enterprise Declaration/ Previously Disadvantaged, Person (PDP) Owned Enterprise Declaration in Terms of Paragraph 9(3) and Annexure 6 of the Code of Good Practice continued...**

Sworn/affirmed before me at.....this.....day of.....20.....

.....  
Signature

.....  
Name and Rank: Commissioner of Oaths

.....  
Signature of witness

.....  
Full Name of witness

**Supplier Providing Environmental Protection Declaration in Terms of Paragraph 9(3) and Annexure 6 of the Code of Good Practice**

I/We declare under oath that the company deals with environmental protection and the following are programs that are initiated to protect the environment, maintain ecosystems and sustainable use of natural resources:

SN	Name of Program	Purpose of Program <i>(E.g. to protect the environment/ maintain ecosystems/sustainable use of natural resources)</i>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		

**NOTE: The above table may be reproduced if the space provided is not sufficient to cover the names of all programs.**

Sworn/affirmed before me at.....this.....day of.....20.....

.....  
Signature

.....  
Name and Rank: Commissioner of Oaths

.....  
Signature of witness

.....  
Name of witness

**Suppliers Providing Employment to Namibians Declaration in Terms of Paragraph 9(3) and Annexure 6 of the Code of Good Practice**

I/We declare under oath that the company employs 50% or more Namibian citizens and the following are the names of all employees:

SN	Full Legal Name	Identification Number	Nationality <i>(E.g. Namibian)</i>	Occupation
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				

**NOTE: The above table may be reproduced if the space provided is not sufficient to cover the names of all employees.**

Sworn/affirmed before me at.....this.....day  
of.....20.....

.....  
Signature

.....  
Name and Rank: Commissioner of Oaths

.....  
Signature of witness

.....  
Name of witness

**16. Technical and Functional Evaluation**

#	Criteria	Documents required & Qualification Criteria	Points
1	Financial value of previous projects	Total value of completed projects during the last three (3) years: <ul style="list-style-type: none"> <li>• Less than N\$5 000 per year = 0</li> <li>• N\$ 5 000 to N\$10 000 per year = 5</li> <li>• N\$ 10 000 and above per year =10</li> </ul>	40
2	Company Experience	Submit minimum 2 reference letters (with the period of 2020-2025) on company letterheads from previous completed similar contracts or current contracts were 80% of the contract scope has been completed (proof to be provided) <ul style="list-style-type: none"> <li>• 2 and more reference = 15 points</li> <li>• 1 reference = 5 points</li> <li>• If no reference attached = 0 points</li> </ul>	40
3	Qualification for Management / Contract Manager	Any Vocational and / or trade certificates to be attached	20
<b>TOTAL POINTS</b>			<b>100</b>

**17. 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.

**18. 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 working 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:	Namibian Competition Commission
Procurement Reference Number:	<b>W/RFQ/NaCC-01/2025</b>
Subject matter of Procurement:	<b>PROCUREMENT OF MAINTENANCE AND REPAIRS OF NACC OFFICES FOR A PERIOD OF 24 MONTHS</b>

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

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

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

We have read and understood the content of the Bid Security/Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead *[forfeiture of the security amount / disqualification on the grounds mentioned in the BDS]*

The validity period of our Quotation is \_\_\_\_\_ days *[insert number of days]* from the date of the bid submission deadline.

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

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

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

### Quotation Authorised by:

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

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

Date: .....

Procurement Ref No.: *W/RFQ/NaCC-01/2025*

To: *Namibian Competition Commission, Marien Nguoabi Street, WINDHOEK.*

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**

- a) The bidder is expected to conduct the site inspection at **Namibian Competition Commission**.
- b) View the existing fabricated structure and provide the quotation according to the given specifications.

#### **B. DRAWINGS**

***N/A***

## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **W/RFQ/NaCC-01/2025**

*[Bidder will be required to provide the indicated information on each column once they become the successful bidder and appointed to do the assessment. At this moment bidder are only expected to provide the cost of assessments].*

<b>Procurement of maintenance and repairs for the Namibian Competition commission Offices for a period of 24 months</b>		
<b>Namibian Competition Commission Trade Houses and Namibian Trade Forum Building</b>		
<b>No.</b>	<b>Item</b>	<b>Tender Rates (Including VAT)-rate for period</b>
1.	Call out fee to NaCC <ul style="list-style-type: none"> <li>• Travel to and from NaCC</li> <li>• Assessment of what is required.</li> <li>• One (1) hour of onsite labour. Should there be more than one visit required for a request after the first callout or additional labour on the day of the first call out, the applicable travel and labour rates below will apply.</li> </ul>	
2.	Standard labour per hour NORMAL HOURS	
3.	Standard labour per hour. AFTER HOURS including Saturdays.	
4.	Standard labour per hour. SUNDAY	
5.	Standard labour per hour. PUBLIC HOLIDAY	
6.	Percentage tendered for mark – up on material should be used for work requested / call-outs (Supplier invoices for material used for requests/callouts must be provided during duration of the contract).	

### Price Evaluation Schedule – For Evaluation Purposes Only)

Bidder to carry over prices, rates and /or percentages as stated in above schedule to the price evaluation schedule below and calculate the total, all – inclusive and inclusive VAT.

<b>Item</b>	<b>Unit</b>	<b>Rate (N\$)</b>
Call out As Tendered	Hr	
Labour per normal hour as Tendered	Hr	
Labour per hour Sunday & public	Hr	

\*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		

**Frequency of intervention: As and when required.**

- the provision of general building maintenance works on as per need and when requested “basis including emergency response at NaCC Offices.
- The award service provider / contractor is expected to be available to respond to emergencies on a twenty – four (24) hours per day, as determined by the nature of a given situation or emergency.
- A service Level Agreement (SLA) will be signed with the awarded service provider / contractor which will spell out detailed terms and conditions for this bid.

\* 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 Purchase Order/ Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the procurement of services- Reference No: W/RFQ-GCC on the Namibian Competition Commission website: [www.nacc.com.na](http://www.nacc.com.na) except where modified by the Special Conditions below.

## SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **W/RFQ/NaCC-01/2025**

The clause numbers given in the first column correspond to the relevant clause numbers of the GCC [This section is to be customised by the Public Entity to suit the requirements of the specific procurement].

GCC Clause Reference	Special Conditions
<b>Employer</b> GCC 1.1(r)	<i>Namibian Competition Commission</i>
<b>Intended Completion Date</b> GCC	The intended completion date is: _____
<b>Project Manager</b> GCC 1.1(y)	The Project Manager is: 1. <b>Mr. Werner Hamata, Director: Finance and Administration</b> <b>Cellular number: 0811240256</b>
<b>Site</b> GCC 1.1(aa)	The site is located at <i>Namibian Competition Commission Trade Houses and Namibian Trade Forum Building</i>
<b>Start Date</b> GCC 1.1(dd)	The Start Date shall be: _____
<b>The Works</b> GCC 1.1(hh)	The Works consist of: <i>maintenance and repairs of Namibian Competition Commission offices</i>
<b>Interpretation</b> GCC 2.2	The project will be completed in the following sections: _____
<b>Interpretation</b> GCC2.3	The following additional documents shall form part of the contract: <u>Manufacturing instructions</u>

GCC Clause Reference	Special Conditions
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 Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.
Delegation GCC 5.1	The Project Manager <b>may not</b> delegate his/her duties.
Notices GCC 6	Any notice shall be sent to the following addresses: <b>Namibian Competition Commission, Marien Nguoabi Street, WINDHOEK</b>  For the <b>[Service Provider]</b> , the address and contact name shall be:  _____  _____  _____
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:  (a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i> <b>N/A</b>  (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> <b>N/A</b>  (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. Shall be beared by the contractor.</i>  (d) for personal injury or death:  (i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for</i>

GCC Clause Reference	Special Conditions
	<p><i>any claim arising in the execution of the works].</i></p> <p>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></p> <p>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</p> <p>The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor’s All Risks coupled with the Employer’s liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.</p>
<b>Site Date</b> <b>GCC 14.1</b>	The site Date shall be: ..... .....
<b>Possession of the Site</b> <b>GCC 20.1</b>	The Site Possession Date shall be: ..... .....
<b>Procedure for Disputes</b> <b>GCC 24</b>	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.
<b>Program</b> <b>GCC 25.1</b>	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.
<b>GCC 25.3</b>	Program updates _____ be required..
<b>Defects Liability Period</b> <b>GCC 33.1</b>	The Defects Liability Period is: 12 months. <i>[The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]</i>
<b>Payment Certificates</b> <b>GCC 39.7</b>	<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”.



GCC Clause Reference	Special Conditions
<b>Payments</b> <b>GCC 40</b>	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: <ul style="list-style-type: none"> <li>(a) the payment certificate; and</li> <li>(b) a certificate of Completion of the Works.</li> </ul>
<b>Adverse weather Conditions</b> <b>GCC 41.1 (I)</b>	N/A
<b>Price Adjustment</b> <b>GCC 44.</b>	The Contract <i>is not</i> subject to price adjustment.
<b>Retention</b> <b>GCC 45.</b>	(i) no proportion of any payments shall be retained
<b>Liquidated Damages</b> <b>GCC 46.1</b>	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> .  <i>[Usually liquidated damages are set between 0.05 per cent and 0.10 per cent per day, and the total amount is not to exceed between 5 per cent and 10 per cent of the Contract Price. Alternatively, the daily rate could reflect the actual prejudice that the procuring entity may claim to suffer as direct cost, where applicable or a nominal value taking into consideration the size of the building, nature of construction and the incidence due to non-availability of the building as from the intended completion date. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here.]</i>
<b>Bonus</b> <b>GCC 47.1</b>	N/A
<b>Advance Payment</b> <b>GCC 48.1</b>	N/A
<b>Performance Security</b> <b>GCC 49.1</b>	N/A
<b>Warranty</b> <b>GCC 56.1</b>	(a) The Supplier warrants that the structure shall conform to the standards, specifications and related services as defined by the Purchaser in its Invitation to submit a bid subject to any alternative proposal made by the Supplier in its response to the Purchaser's

GCC Clause Reference	Special Conditions
	(b) Invitation for bidding. The Supplier undertakes to make sure that the work is guaranteed, at its own cost and promptly, any deficiency within the period of 12 months.
GCC 59.1	N/A

## SCHEDULE 2

## QUOTATION CHECKLIST SCHEDULE

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

**Procurement Reference No.: W/RFQ/NaCC-01/2025**

Description	Yes	No
Quotation Letter attached		
List of Goods and Price Schedule attached		
Specification and Compliance Sheet attached		
Bid Securing Declaration attached		
Certified mandatory documents attached		
Quotation on bidders letterhead attached		
Document is duly completed and initialled at each page		
The Principle of business: <i>maintenance and repair of works</i>		

**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.*