



Namibian Ports Authority  
P O Box 361 Walvis Bay, Namibia  
No. 17 Rikumbi Kandanga Road, Walvis Bay, Namibia  
P O Box 836, Luderitz, Namibia

# Request for Quotations (RFQ) For Works

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## REMOVE & REPAIR HYDRAULIC CYLINDERS FOR CRANE GRAB

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Procurement Reference No: W/RFQ/NAMPORT/10099979/2024

**Bid Submission:**

This is an electronic request and responses must be submitted to the email address stated in the Quotation Submission Address before the closing date and time:

**Site Meeting:**

Site: Shop 17

Date: Tuesday, 26 March 2024

Safety Apparel: Wear Hard Hats, Reflective Vest and Safety Shoes

Time: 10:00

Contact: Leclue Lewanschek @ 0811487108

**Quotations submission address:**

[rfq@namport.com.na](mailto:rfq@namport.com.na)

**Deadline for request for clarifications:**

04 April 2024

**Closing Date and Time of Bids:**

15 April 2024 @12:00



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## Namibian Ports Authority (NAMPORT) gives notice of the following Request for Sealed Quotations - Works

Procurement Ref No	March_RFQ_015
RFQ Reference Number	W/RFQ/NAMPORT/10099979/2024
Description of Goods	Remove & Repair Hydraulic Cylinders for Crane Grab
Closing Date & Time	15 April 2024 @12h00
Quotation Submission Address	<a href="mailto:rfq@namport.com.na">rfq@namport.com.na</a>
Validity Period of Quote	90 Days (from closing date)
Lead Time	2 Weeks
Incoterm	DDP

- a) This is an electronic request and responses must be submitted to the email address stated in the Quotation Submission Address before the closing date and time.
- b) Under no circumstance should the response be submitted, copied or forwarded to any email address of any NAMPORT employee prior to the deadline for submission of responses. This may result in disqualification of your quotation.
- c) This Request for Quotation (RFQ) is accompanied by and comprises the following documents: N/A
- d) The above documents comprise the RFQ Documents and are provided as a basis for the preparation of your Submission Response. They are confidential and are provided to you on the terms and conditions set out in this Quotation Invitation Document
- e) If any clarification is required, kindly contact the Procurement officers below in writing.
- f) The Company reserves the right to amend the whole or any part of the RFQ at any time prior to the deadline for submission.
- g) Please note that this is a Request for Quotation/Proposal only. All responses to this document will be treated as strictly confidential and will be used for the evaluation of this RFQ only. NAMPORT may at its sole discretion, accept or reject any quotation. Therefore, there is no obligation on NAMPORT to accept the lowest or any bid. NAMPORT may accept or reject any part of a quotation without being obliged to accept such quotation in its entirety.

Contact Person for Enquiries and Clarifications:

Name	Daniel Justinu	Olga Mujahere
Designation	Procurement Clerk	Buyer
Telephone	+264 64 208 2424	+264 64 208 2278
Email	<a href="mailto:d.justinu@namport.com.na">d.justinu@namport.com.na</a>	<a href="mailto:o.mujahere@namport.com.na">o.mujahere@namport.com.na</a>



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## LETTER OF INVITATION

**W/RFQ/NAMPORT/10099979/2024**

**22 March 2024**

Dear Bidder,

### **REQUEST FOR QUOTATION (RFQ) – WORKS**

1. Bidders are invited to submit their quotation for the Remove & Repair Hydraulic Cylinders for Crane Grab required by NAMPORT. This RFQ constitutes only a solicitation and is NOT an order;
2. Bidders are requested to submit one quotation for the Remove & Repair Hydraulic Cylinders for Crane Grab, as per the specifications in this RFQ. Following an evaluation of the received quotations, NAMPORT may select one or more of the bidders for the Remove & Repair Hydraulic Cylinders for Crane Grab.
3. Only quotations for the entire nomenclature as described in the Quotation Submission Form will be accepted;
4. Any resulting contract shall be subject to the terms and conditions referred to in the document;
5. Queries or clarification, if any, should be addressed to the Procurement Officials on the front page;
6. Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

NAMPORT would like to thank you for considering this invitation for Request for Quotation.

Yours faithfully,

**MELANI DE KLERK  
PROCUREMENT MANAGER  
NAMPORT**



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## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of the Public Entity

The Namibian Ports Authority reserves the right:

- a) to split the contract as per the lowest evaluated cost per item, or
- b) to accept or reject any quotation; and
- c) to cancel the quotation process and reject all quotations at any time prior to contract award.

### 2. Form of bid

This is an electronic bid and responses must be submitted to the delivery e-mail address stated on the cover page. Bidders are required to insert the Procurement reference number only in the subject line of the response e-mail. If a bidder wishes to submit more than one e-mail, then the subject line should be appended with the number of e-mails that will be sent (e.g. "**1 of 4**", etc.)

### 3. Preparation of Quotations

Bidders are requested to quote for the items 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 Price Activity Schedule Section III;
- c) the Specifications and Compliance Sheet in Section V; and
- d) any other attachment deemed appropriate.

Bidders are advised to carefully read the complete Request for Sealed 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.

### 4. Validity of Quotations

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

### 5. Eligibility Criteria (Mandatory Legal Documents)

To be eligible to participate in this Quotation exercise, bidders should meet the below minimum requirements.

- (a) Have a valid company Registration Certificate;
- (b) have a valid good standing Tax Certificate;
- (c) have a valid good Standing Social Security Certificate or, in the case where a company has no employees, a confirmation letter from Social Security Commission;
- (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.  
In the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commissioner indicating that the employer did submit the report for the period following the date when the certificate was issued must be submitted.
- (e) have a certificate indicating SME Status (for Bids reserved for SMEs);



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### **Mandatory Administrative Documents**

- (a) Bid Securing Declaration
- (b) Bid Submission Form
- (c) A written 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 as contemplated in section 138(2) of the Labour Act, 2007

### **6. Capability of Bidders**

The Bidder warrants that it has/will have the capacity to perform the works as required.

The Bidder shall furnish, as part of the response, documents establishing the bidder's eligibility to propose and to deliver the works as required. The documentary evidence shall establish to NAMPORT's satisfaction that:

- a) The Bidder has the financial and technical capacity necessary to fulfil its obligations under the eventual Contract or PO;
- b) The bidder has established the necessary infrastructure and has adequate equipment, resources and such other facilities as required to fulfil its obligations under the eventual Contract or PO.
- c) Bidders must, upon request, furnish such additional information that NAMPORT may reasonably require as to their ability to provide the works.

### **7. Site Visits**

Tuesday ,26 March 2024 @10:00, at NAMPORT Shop 17

### **8. Extensions of Time**

NAMPORT may in its absolute discretion by written notice to all Bidders extend the submission closing time. If any bidder applies for and is granted an extension of time to lodge its submission, the extension so granted shall apply to all bidders who will be advised of the extended closing date for receipt of quotations whether their submissions have or have not been lodged. If a bidder has already lodged a submission, it may revise that submission and resubmit it no later than the extended submission closing time.

### **9. Addenda**

NAMPORT may, from time to time, clarify any aspects of the RFQ documentation, which require clarification and will issue addenda to all bidders detailing such clarifications.

### **10. Bid Securing Declaration**

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation, a Bid Securing Declaration as per the format contained in this document.

### **11. Works Completion Period**

Completion of works shall be **2 Weeks** after acceptance/issue of Purchase Order. Deviation in completion schedule shall be considered if such deviation is reasonable.

### **12. Submission of Quotations**

Quotations should be send via email to: [rfq@namport.com.na](mailto:rfq@namport.com.na) not later than

**Closing date: 15 April 2024**

**Closing time: 12:00**



- Quotations by post or hand delivered would not be considered
- Late quotations will be rejected

**13. Opening of Quotations**

Quotations will be opened internally by the Namport immediately after the closing time referred to in instruction 12 above. A record of the Quotation Opening stating the name of the bidders and the amount quoted will be available to any bidder on request within three working days of the Opening.

**14. Evaluation of Quotations**

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

**15. 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.

**16. 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.

The bidders must provide a price exclusive of any General Sales Tax or Value Added Tax for each item and all delivery points detailed in the Quotation Response Document.

**17. Margin of Preference**

Exclusive preference will be allowed for the following categories:

#	Category of Local Supplier	Margin of Preference
1	Manufacturer	2%
2	Micro, Small & Medium Enterprise (SME)	1%
3	Women Owned Enterprise	1%
4	Youth Owned Enterprise	2%
5	Previously Disadvantaged Person Owned Enterprise	2%
6	Suppliers providing environmental protection	1%
7	Suppliers providing employment to Namibian citizens	1%
	<b>Total</b>	<b>10%</b>



- Bidders must include a declaration in its bid, outlining the preferences the bidder qualifies for and the grounds for such qualifications.
- Share Certificates
- Proof of Qualification for categories (ie ID of youth and woman, SME Certificate, employee list and nationality)
- The following documentary evidence in support of the grounds for qualification must be submitted.

#	Category of Local Supplier	Documentary Evidence
1	Manufacturer	<ul style="list-style-type: none"> <li>• Certificate of registration from a registering authority</li> <li>• Declaration that the manufactured goods meet the local content as determined and certified by an accountant</li> </ul>
2	Micro, Small & Medium Enterprise (SME)	<ul style="list-style-type: none"> <li>• SME registration certificate</li> <li>• Declaration indicating the percentage of Namibian MSME ownership</li> </ul>
3	Women Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian female ownership</li> </ul>
4	Youth Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian youth ownership</li> </ul>
5	Previously Disadvantaged Person (PDP) Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian PDP ownership</li> </ul>
6	Suppliers providing environmental protection	<ul style="list-style-type: none"> <li>• Declaration and proof that the bidder meets the requirements set out in the bidding</li> </ul>



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		documents
7	Suppliers providing employment to Namibian	<ul style="list-style-type: none"><li>• Declaration that the bidder employs 50% or more Namibian citizens</li></ul>

**18. Language**

Bidder responses shall be submitted in the English language.

**19. 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.

**20. Performance Security**

No performance security is required.

**21. Notification of Award and Debriefing**

NAMPORT 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 within seven (7) days, For bids above N\$2 million, after request from the bidder. Furthermore, NAMPORT shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

**22. Costs**

Any costs incurred by a Bidder, in the preparation and submission of its response must be borne by the Bidder.

**23. Final Check**

Please check that you have attached all documents, details or additional information that are related or requested in this document before submitting your responses.





**SECTION II: QUOTATION LETTER**

**(To be completed by Bidders)**

All Bidders must complete this form with all the requested details and submit it as the first page of your quotation with the Price list and documents requested above. A signature and authorization on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. **If your quotation is not authorized, it may be rejected.**

Quotation addressed to	Namibian Ports Authority
Procurement Reference Number	W/RFQ/NAMPORT/10099979/2024
Subject matter of Procurement	Remove & Repair Hydraulic Cylinders for Crane Grab

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

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

We undertake to abide to ethical conduct during the procurement process and the execution of any resulting contract.

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

**The validity period of the Quotation is 90 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 period.

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	



**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 W/RFQ/NAMPORT/10099979/2024  
To: NAMPORT**

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]*

*[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.]*



## Republic of Namibia

### Ministry of Labour, Industrial Relations and Employment Creation

**Written 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: .....



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## 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.*



## Self-Declaration Form - Margin of Preference

Procurement Reference No: **G/RFQ/NAMPORT/ 10099979 /2024**

Insert Title: **Remove & Repair Hydraulic Cylinders for Crane Grab**

I/We the undersigned declare that:

1. I / we are eligible for the following categories of Exclusive Preference in terms of allowable Margin of Preferences as outlined in the Code of Good Practice and in accordance with applicable laws at the date of the deadline for bid submission.

#	Category of Local Supplier	Margin of Preference
1	Manufacturer	2%
2	Micro, Small & Medium Enterprise (SME)	1%
3	Women Owned Enterprise	1%
4	Youth Owned Enterprise	2%
5	Previously Disadvantaged Person Owned Enterprise	2%
6	Suppliers providing environmental protection	1%
7	Suppliers providing employment to Namibian citizens	1%
	<b>Total</b>	<b>10%</b>

2. We attached hereto the following documentary evidence in support of the grounds for qualification.

#	Category of Local Supplier	Documentary Evidence
1	Manufacturer	<ul style="list-style-type: none"> <li>• Certificate of registration from a registering authority</li> <li>• Declaration that the manufactured goods meet the local content as determined and certified by an accountant</li> </ul>
2	Micro, Small & Medium Enterprise (SME)	<ul style="list-style-type: none"> <li>• SME registration certificate</li> <li>• Declaration indicating the percentage of Namibian MSME ownership</li> </ul>



<b>3</b>	Women Owned Enterprise	<ul style="list-style-type: none"><li>• ID's of all shareholders</li><li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li><li>• Declaration indicating the percentage of Namibian female ownership</li></ul>
<b>4</b>	Youth Owned Enterprise	<ul style="list-style-type: none"><li>• ID's of all shareholders</li><li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li><li>• Declaration indicating the percentage of Namibian youth ownership</li></ul>
<b>5</b>	Previously Disadvantaged Person (PDP) Owned Enterprise	<ul style="list-style-type: none"><li>• ID's of all shareholders</li><li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li><li>• Declaration indicating the percentage of Namibian PDP ownership</li></ul>
<b>6</b>	Suppliers providing environmental protection	<ul style="list-style-type: none"><li>• Declaration and proof that the bidder meets the requirements set out in the bidding documents</li></ul>
<b>7</b>	Suppliers providing employment to Namibian	<ul style="list-style-type: none"><li>• Declaration that the bidder employs 50% or more Namibian citizens</li></ul>

Declared at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2024

Signature (of duly authorised officer): \_\_\_\_\_.

Full Name and Designation: \_\_\_\_\_



### SECTION III: PRICED ACTIVITY SCHEDULE

Quotation For: Remove & Repair Hydraulic Cylinders for Crane Grab

Procurement Ref No: W/RFQ/NAMPORT/10099979/2024

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\$)
<u>A*</u>	<u>B*</u>	<u>C*</u>	<u>D*</u>	<u>E</u>	<u>F</u>
1.	Disassemble cylinders from grab	2	each		
2.	Strip and re-chrome. If beyond re-chrome supply two new chromed rods	2	each		
3.	Supply and fit seals	2	each		
4.	Assemble cylinders and pressure test pistons seals	2	each		
5.	Fit cylinders to grab and do function test	2	each		
	<b>NB: Forklift and Crane to be supplied by Service Provider</b>				
		<b>TOTAL VAT Excluded</b>			
		<b>15% VAT</b>			
		<b>TOTAL VAT Included</b>			



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#### SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

The following specifications / requirements is seen as minimum and offers failing to comply will be disqualified.

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
1.	Disassemble cylinders from grab		
2.	Strip and re-chrome. If beyond re-chrome supply two new chromed rods		
3.	Supply and fit seals		
4.	Assemble cylinders and pressure test pistons seals		
5.	Fit cylinders to grab and do function test		





**SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET**

**Procurement Reference Number: W/RFQ/NAMPORT/10099979/2024**

Bidders should complete columns C and D with the specification of the works offered. Also state “comply” or “not comply” and give details of any non-compliance/deviation to the specification required.

Attach detailed technical literature if required.

Authorise the specification offered in the signature block below.

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1.	Disassemble cylinders from grab		
2.	Strip and re-chrome. If beyond re-chrome supply two new chromed rods		
3.	Supply and fit seals		
4.	Assemble cylinders and pressure test pistons seals		
5.	Fit cylinders to grab and do function test		

**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 Works - Ref. **W/RFQ-GCC** on the website of the Public Entity ([www.namport.com.na/Procurement](http://www.namport.com.na/Procurement)) except where modified by the Special Conditions below.

**SECTION VII: 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 Works except where modified by the Special Conditions below.

**SECTION VIII: SPECIAL CONDITIONS OF CONTRACT**

**Procurement Reference Number: W/RFQ/NAMPORT/10099979/2024**

The clause numbers given in the first column correspond to the relevant clause number of the GCC.

Subject and GCC clause reference	Special Conditions
Employer GCC 1.1(r)	The Employer is: <b>The Namibian Ports Authority</b>
Intended Completion Date GCC	The intended completion date is: <b>2 Weeks</b> after receiving Purchase Order
Project Manager GCC 1.1(y)	The Project Manager is <b>Leclue Lawenschek</b>
Site GCC 1.1(aa)	Port of Walvis Bay Shop 17
Start Date GCC 1.1(dd)	The Start Date shall be <b>3 days</b> after receiving order from Procurement.
The Works GCC 1.1(hh)	The Works consist of: <b>Remove &amp; Repair Hydraulic Cylinders</b>
Interpretation GCC 2.2	Not applicable
Interpretation GCC2.3	Not applicable



Subject and GCC clause reference	Special Conditions
<b>Language and Law</b> <b>GCC 3.1</b>	<p>The language of the contract is English</p> <p>The law that applies to the Contract is the law of Namibia.</p>
<b>Project Manager's Decisions</b> <b>4.1</b>	<p>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.</p> <p>This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.</p>
<b>Delegation</b> <b>GCC 5.1</b>	<p>The Project Manager may delegate his duties.</p>
<b>Notices</b> <b>GCC 6</b>	<p>Any notice shall be sent to the following addresses:</p> <p>For the Employer, the address and the contact name shall be:</p> <p><b>Mr Daniel Justinu</b>  <b>Tel: +264 64 208 2424</b>  <b>Email: <a href="mailto:d.justinu@namport.com.na">d.justinu@namport.com.na</a></b></p> <p><b>Ms Olga Mujahere</b>  <b>Tel: +264 64 208 2278</b>  <b>Email: <a href="mailto:O.mujahere@namport.com.na">O.mujahere@namport.com.na</a></b></p> <p>For the Contractor, the address and contact name shall be:</p> <p>_____</p> <p><b>Tel: +264 64 208 xxx</b>  <b>Email:</b></p>



Subject and GCC clause reference	Special Conditions
<b>Insurance</b> <b>GCC 13.1</b>	<p>Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum insurance amounts shall be:</p> <ul style="list-style-type: none"> <li>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></li> <li>(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></li> <li>(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></li> <li>(d) for personal injury or death: <ul style="list-style-type: none"> <li>(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></li> <li>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></li> </ul> </li> <li>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</li> </ul> <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>	Not applicable
<b>Possession of the Site</b> <b>GCC 20.1</b>	Not applicable



Subject and GCC clause reference	Special Conditions
<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>	Not applicable
<b>Program</b> <b>GCC 25.3</b>	Not applicable
<b>Defects Liability Period</b> <b>GCC 33.1</b>	Not applicable
<b>Payment Certificates</b> <b>GCC 39.7</b>	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.
<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>	Not applicable
<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>	No portion of any payments shall be retained.
<b>GCC 46.1 Liquidated Damages</b>	The liquidated damage for the whole of the Works shall be 0.5 percent per day of the Contract Price up to the maximum.  The maximum amount of liquidated damages for the whole of the Works shall be 10% percent of the Contract Price.
<b>Bonus</b> <b>GCC 47.1</b>	Not applicable
<b>Advance Payment</b> <b>GCC 48.1</b>	No advance payment shall be made



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Subject and GCC clause reference	Special Conditions
<b>Performance Security</b> GCC 49.1	No performance security is required
GCC 56.1	Not applicable
GCC 59.1	Not applicable



## Self-Declaration Form - Margin of Preference

*Insert Procurement Reference No:* **W/RFQ/NAMPORT/10099979/2024**

*Insert Title:* **Remove & Repair Hydraulic Cylinders for Crane Grab**

I/We the undersigned declare that:

3. I / we are eligible for the following categories of Exclusive Preference in terms of allowable Margin of Preferences as outlined in the Code of Good Practice and in accordance with applicable laws at the date of the deadline for bid submission.

#	Category of Local Supplier	Margin of Preference
1	Manufacturer	
2	Micro, Small & Medium Enterprise (SME)	
3	Women Owned Enterprise	
4	Youth Owned Enterprise	
5	Previously Disadvantaged Person Owned Enterprise	
6	Suppliers providing environmental protection	
7	Suppliers providing employment to Namibian	
	<b>Total</b>	<b>10%</b>

4. We attached hereto the following documentary evidence in support of the grounds for qualification.

#	Category of Local Supplier	Documentary Evidence
1	Manufacturer	<ul style="list-style-type: none"> <li>• Certificate of registration from a registering authority</li> <li>• Declaration that the manufactured goods meet the local content as determined and certified by an accountant</li> </ul>
2	Micro, Small & Medium Enterprise (SME)	<ul style="list-style-type: none"> <li>• SME registration certificate</li> <li>• Declaration indicating the percentage of Namibian MSME ownership</li> </ul>



3	Women Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian female ownership</li> </ul>
4	Youth Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian youth ownership</li> </ul>
5	Previously Disadvantaged Person (PDP) Owned Enterprise	<ul style="list-style-type: none"> <li>• ID's of all shareholders</li> <li>• Founding statement/ company registration indication ownership structure/ shareholder certificate</li> <li>• Declaration indicating the percentage of Namibian PDP ownership</li> </ul>
6	Suppliers providing environmental protection	<ul style="list-style-type: none"> <li>• Declaration and proof that the bidder meets the requirements set out in the bidding document</li> </ul>
7	Suppliers providing employment to Namibian	<ul style="list-style-type: none"> <li>• Declaration that the bidder employs 50% or more Namibian citizens</li> </ul>

Declared at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2024

Signature (of duly authorised officer): \_\_\_\_\_.

Full Name and Designation: \_\_\_\_\_





## SCHEDULE 1 - QUOTATION CHECKLIST SCHEDULE

Procurement Reference No: W/RFQ/NAMPORT/10099979/2024

Description	Attached	Not Attached
Quotation / Bid Submission Form		
A valid company Registration Certificate		
A valid good standing Tax Certificate;		
A valid good standing Social Security Certificate;		
A 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		
Signed & completed Priced Activity Schedule		
Bid Submission Form		
Bid Securing Declaration		
A written undertaking as contemplated in section 138(2) of the Labour Act, 2007		
Self-Declaration Form		
Price Schedule		
Specification and Compliance Sheet		
Evidence for conformity of Works		

**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.