



REQUEST FOR QUOTATIONS

ISSUED ON 11 NOVEMBER 2019

**SELECTION OF BUILDING CONTRACTORS
FOR THE**

**RENOVATION TO THE OFFICES OF
THE LAW SOCIETY OF NAMIBIA**

PROCUREMENT REFERENCE NO.: LSN – 01/2019

BID SUBMISSION FORM

**FOR THE RENOVATION OF THE EXISTING LAW SOCIETY OFFICES, AT
THE 1ST FLOOR NAMLEX BUILDING, WINDHOEK**

**PROCUREMENT REFERENCE NO.
BID CLOSING DATE:**

**LSN – 01/2019
2 DECEMBER 2019**

BID AMOUNT: N\$.....

BIDDER:

ADDRESS OF BIDDER:

NAME OF CONTACT PERSON:

CELLPHONE NUMBER OF CONTACT PERSON:

**EMPLOYER:
THE LAW SOCIETY OF NAMIBIA
P O BOX 714
WINDHOEK
TEL. 230 263**

**ARCHITECT:
MANDA BAKKES ARCHITECTS
P O BOX 31059
WINDHOEK
TEL. 302810**

1. CONDITIONS OF BID

1.1. The completed Bid documents, with the fully priced Schedule of Construction Cost and Form of Bid must be enclosed in a sealed envelope bearing the name and address of the Bidder, and clearly endorsed **RENOVATION OF EXISTING LAW SOCIETY OFFICES**, must reach the offices of Manda Bakkes Architects, not later than 12h00 on 2 December 2019.

1.2. Bids shall be valid for a period of 60 days from the date of closing of Bids and shall not be withdrawn during this period.

Bids shall be opened and disclosed at the time indicated. Bidders shall be permitted to attend such opening.

The Employer does not bind himself to accept the lowest or any Bid, and reserves the right to accept any such Bid as he may deem expedient, nor will he assign any reason for the acceptance or rejection of any Bid.

After the Employer has accepted a Bid under this contract, the remaining Bidders will be notified of non-acceptance of their Bids.

1.3. Bids must be duly signed and must not be qualified by the Bidder's own conditions of Bid. Bids may be rejected if they show any additions, conditions, conditional or alternate or incomplete offers or irregular of any kind in either the Form of Bid or the Schedule of Rates are in the opinion of the Architect obviously unbalanced and the Bidder after being called upon to adjust same in a reasonable manner, fails to do within fourteen (14) days after receiving such notification.

1.4. The construction period will be 2 (two) months.

1.5. The Bid of any person who canvasses or solicits will not be considered.

1.6. Should there be any difference or discrepancy between the prices contained in a covering letter from the Bidder, the price or particulars contained in the Bid documents shall in all circumstances prevail.

1.7. Should there be any difference or discrepancy between the prices contained in the Schedule of Construction Costs and the amount in the Form of Bid, the prices indicated in the Schedule of Construction Costs shall in all circumstances prevail.

1.8. Attention is drawn to the fact that verbal information, given to any person prior to the awarding of the contract, will not be regarded as

binding on the Employer, and only information given formally in writing to the Bidders by the Architect will be regarded as amendments to the Bid documents.

- 1.9. All recipients of the Bid Documents whether they submit a Bid or not must treat details of the project as private and confidential and return all documents when no longer required.
- 1.10. The Employer will not be responsible for or pay for expenses and losses which may be incurred by any Bidder in the preparation of his Bid or in visiting the site in connection therewith.
- 1.11. No Contract Price Adjustment will apply to this contract.
- 1.12. Should the Bidders have any questions regarding the contract during the Bid period, they are to submit such questions in writing to the Architect. Such questions and advices will promptly be recorded and circulated, consecutively numbered, to all Bidders in writing.
- 1.13. Should the successful Bid be called upon to waive his lien, he shall do so when the employer has provided adequate security to the contractor and then in a form mutually agreed upon by both parties.
- 1.14. In all cases the Bidder shall ensure that the amount of his Bid includes all elements of Sales Tax, Import Duties and any other Sales Duties required by Law and that nothing remains to be added thereto.
- 1.15. Bids should include a breakdown of costs for the different trades.

2. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract for this contract will be the standard "Agreement and Schedule of Conditions of Building Contract", 1993 edition without Bills of Quantities issued by the Namibia Institute of Architects, the Institute of Namibian Quantity Surveyors, and the Construction Industries Federation of Namibia.

3. ADDENDUM TO STANDARD PRELIMINARIES

The Addendum to Standard Preliminaries forms an integral part of the Contract documents and supplement the Agreement and Schedule of Conditions of Building Contract, the Special Conditions of Contract and the Specifications. In case of any discrepancy or conflict with any parts of the Agreement and Schedule of Conditions, Special Conditions or Specifications, the Addendum to standard Preliminaries shall prevail and take precedence.

3.1. SPECIFICATIONS AND DRAWINGS – OMISSIONS

The specifications and drawings do not purport to indicate every detail of the execution of the work necessary to meet the requirements of this contract. Omissions from the specifications or drawings of reference to any part of the Works shall not relieve the contractor or his responsibility for carrying out the work as required under the contract.

3.2. NOMINATED SUB-CONTRACTORS

The following work will be done through sub-contractors appointed directly by the Employer, and will run concurrently with this building contract: Air-Conditioning refurbishment. The main contractor will be responsible for the co-ordination of these sub-contractors. The main contractor must therefor make allowance in their Bid for the profit and attendance of these items.

3.3. VARIATIONS TO THE BID SUM

The Contractor must include a Contingency amount of N\$100,000.00 in his Bid price. The Architect reserves the right to order variations to this contract in accordance with the Agreement and Schedule of Conditions of Building Contract. These variations could involve an increase or decrease of the quantity of work included in this contract. No adjustment for any preliminary and general items nor any loss of profit will be made.

3.4. INSURANCE TO BE AFFECTED BY THE CONTRACTOR

The contractor shall provide as a minimum the following insurances:

- 3.4.1. The contractor shall insure and shall remain insured in respect of public liability and common law liability until the issue of the certificate of completion of the works according to Clause 16.3 of the Agreement and Schedule of Conditions of the Building Contract with a limit indemnity of not less than N\$2,000,000.00 (Two Million Namibian Dollars).
- 3.4.2. Insurance of workmen in terms of the provisions of the Workmen's Compensations Act.
- 3.4.3. The contractor shall effect insurance of construction plant and equipment, including tools, instruments, sheds and other temporary structures.

The Employer will be responsible for the works risk insurance as stipulated in Clause 17.3 of the Building Contract.

4. FORM OF BID

The Law Society of Namibia
P o Box 714
Windhoek
Namibia

Sir/Madam,

I/We the undersigned, am/are willing to contract for, perform and complete the Renovations of the Existing Law Society Offices, Windhoek, in accordance with the drawings and specifications prepared by Manda Bakkes Architects and to the satisfaction of the Architect for the sum of

.....
.....
.....
..... (N\$.....)

I/We further undertake that this Bid cannot be withdrawn or retracted within 60 (sixty) days from closing date or any extended closing date of Bid, and if I/We withdraw my/our Bid within the said sixty (60) days, or if when notified that my/our Bids has been accepted I/we fail to sign a contract in the period of time allowed or proceed to execute the works fully in accordance with the Agreement and Schedule of Conditions of Building Contract, Project Specification, Specification and Drawings, I/We shall bear all costs incurred by the Employer in calling for fresh Bids and/or accepting a less favourable Bid.

Notwithstanding that this Bid is submitted by invitation, it is clearly understood and agreed that there is no obligation upon the Employer to accept the lowest or any Bid.

If this Bid should be provisionally accepted, I/We further undertake:

- 1) To enter into a contract with the Employer in terms of the Agreement and Schedule of Conditions of Building Contract excluding Bills of Quantities (Blue Form).
- 2) To make good at my/our own cost any defects appearing within the maintenance/guarantee period stated herein, which are due to defective workmanship or materials in the arising from such defects and the work necessary to remedy them.

- 4) To agree to the amount of penalty as specified in Appendix "A" and referred to in the Conditions of Bid and being satisfied with the method of assessment of such penalty amount.

SIGNATURE:

ADDRESS:

.....

.....

CELLPHONE NUMBER:

EMAIL:

DATED:

5. APPENDIX "A" TO FORM OF BID

5.1.	Date for Site Handover	15 January 2020
5.2.	Contract Period	2 Months
5.3.	Practical Completion	16 March 2020
5.4.	Penalty Amount	N\$ 1000.00 per Calendar day
5.5.	Defects Liability Period	3 Months
5.6.	Retention	10% of Amount Certified to a maximum of 5% of Contract Amount reduced to 2,5% at Practical Completion
5.7.	Period for Progress Payments	14 Calendar Days from monthly evaluations
5.8.	Payments for Material on Site	Material on site will only be paid with proof of Purchase and Delivery to site
5.9.	Escalation	No provision is made for Escalation
5.10.	Period for Validity of Bid	60 Calendar days from closing of Bid

Should the Bidder feel that the Employer's requirements are unrealistic or times be improved, he shall insert his alternative proposals under "Bidders guarantee".

SIGNATURE:
CONTRACTOR

DATE:

6. SCHEDULE OF DRAWINGS

The following Drawings form part of this Bid:

6.1.	3/101	Demolition Plan
6.2.	3/102	Construction Plan
6.3.	3/103	Electrical Plan
6.4.	3/104	Ceiling & Lighting Plan
6.5.	3/105	Construction Plan (Part 2)
6.6.	3/401- 3/403	Window Schedule
6.7.	3/501 – 3/506	Door Schedules
6.8.	3/551 – 3/555	Partition Schedules
6.9.	3/601	Joinery Schedule
6.10.	3/901 – 3/902	Details

7. DECLARATION BY BIDDER

THIS IS TO CERTIFY THAT

.....
.....

DUELY AUTHORISED SIGNATORY OF

.....
.....

HAVE CAREFULLY STUDIED THE CONTENTS OF THE DOCUMENTS AND UNDERSTAND THAT THEY WILL FORM PART OF ANY CONTRACT AGREEMENT WHICH MAY BE ENTERED INTO BETWEEN THE CLIENT AND MYSELF/OURSELVES.

HAVE CAREFULLY EXAMINED THE SITE, THE SERVICE CONNECTIONS AND STUDIED THE CONDITIONS OF CONSTRUCTION

I HAVE MADE MYSELF FAMILIAR WITH ALL LOCAL CONDITIONS LIKELY TO INFLUENCE THE WORKS AND THE COSTS THEREOF.

I FURTHER CERTIFY THAT I AM SATISFIED WITH THE DESCRIPTION OF THE WORK AND THAT I UNDERSTAND PERFECTLY THE WORK TO BE DONE, AS SPECIFIED AND IMPLIED, IN THE EXECUTION OF THIS CONTRACT.

SIGNED:
CONTRACTOR

.....
WITNESS

DATE: