



MINISTRY OF MINES AND ENERGY PROCUREMENT MANAGEMENT UNIT (PMU)

REQUEST FOR QUOTATION FOR WORKS AT NOORDOEVER SETTLEMENT, //KARAS REGION

Procurement Reference No: W/RFQ/15-02/2020

COMPANY NAME:		
TOTAL BID PRICE:		
TOTAL BID PRICE IN WORDS	¥	 _
CLOSING DATE AND TIME OF BID REQUEST:		
DATE: 21 August 2020		

Procurement Management Unit Ministry of Mines and Energy Head Office 6 Aviation Road Windhoek Namibia

TIME: 10H00

Tel: +264 61 284 8111 / 8235 / 8236

Email: 9ProcurementManagement@mme.gov.na

Fax: +264 61 235 632

Website: www.mme.gov.na



REPUBLIC OF NAMIBIA MINISTRY OF MINES AND ENERGY

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e:

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Letter of Invitation

07 August 2020

6 Aviation Road

Private Bag

13297 WINDHOEK

То:.....

Procurement Reference Number: W/RFQ/15-02/2020

Dear Bidder,

REQUEST FOR QUOTATION FOR WORKS AT NOORDOEVER SETTLEMENT,

The Ministry of Mines and Energy invites you to submit your best quote for the services 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 ProcurementManagement@mme.gov.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.

P/BAG 18297

Yours faithfully,

Mr. Nathaniel Musenge

THE SECRETARY PROCUREMENT COMMITTEE

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Ministry of Mines and Energy reserves the right:

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

2. Preparation of Quotations

You are requested to quote for the services 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 Performance Standards 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 Contract Data Sheet 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 for **30 days** from the date of submission deadline.

4. Eligibility Criteria

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

- (a) have a **valid** company Registration Certificate;
- (b) have an **original/certified copy** of a valid good Standing Tax Certificate;
- (c) have an **original/certified copy** of a valid good Standing Social Security Certificate:
- (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;
- (e) Complete and sign the attached Bid-securing Declaration.
- (f) Complete and sign 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;

- (g) All pages of the bidding document to be **initialled**
- (h) No correctional fluid allowed

5. Bid Security/Bid Securing Declaration

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

6. Works Completion Period

The completion period for works shall be **6 months** after acceptance and issue of Purchase Order/Letter of Acceptance. Deviation in completion period shall not be accepted/shall be considered if such deviation is reasonable [Public body 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 and contact information at the back of the envelope.

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at 6 Aviation Road, Ground Floor, Block F1; Office F1 005 not later than **21 August 2020 at 10h00**. Quotations by post or hand delivered should reach 6 Aviation Road by the same date and time at latest. Late quotations will be rejected.

Quotations received via 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 instruction 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Securing Declaration, will be posted on the website of the Public Entity and available to any bidder on request within 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 price or ownership 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

- (a) The applicable margins of preference and their application methodology are as follows: **Not Applicable**
- (b) Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of: **Not 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. Notification of Award and Debriefing

The Public Entity shall after award of contract promptly inform all unsuccessful bidders (on request) 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 seven (7) days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven (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 Price list 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.]

any anachmenis. I i your quoranor	i is noi aumonsea, i	i will be rejected.	
Quotation addressed to:			
Procurement Reference Number:			
Subject matter of Procurement:			
We offer to execute the Works detwith the terms and conditions state above.			
We confirm that we are eligible to eligibility criteria specified in Sectio			nd meet the
We undertake to abide by the Cor Public Procurement Act during the resulting contract.			
We have read and understood the attached hereto and subscribe full further understand that this subscrip which could lead to disqualification	ly to the terms and otion shall be const	conditions contained rued as a Bid Securin	d therein. We g Declaration
The validity period of our Quotation from the date of the bid submission		Entity to insert numb	er of days]
We confirm that the prices quoted will not be subject to revision or valexpiry date of the quotation validities.	riation, if we are aw	ity Schedule are fixed varded the contract	d and firm and prior to the
Works will commence within 14 da Acceptance.	ys from date of issu	e of Purchase Order,	Letter of
Works will be completed within of issue of Purchase Order/ Letter of		er to insert number] d	ays from date
We declare that we "qualify/do no and Medium enterprises and shall respect. [Bidder to strike out as ap Quotation Authorised by:	upon request subm	in of Preference app nit documentary evid	licable to Smal ence in this
Name of Bidder		Company's Addres	s and seal
Contact Person		-	
Name of Person Authorising the Qu	uotation:	Position:	Signature:

Date

Phone No./Fax

Appendix to Quotation Letter

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

Date: .	[Day month year]
Procur	ement Ref No.:
To: . addre.	[insert complete name of Public Entity and ss]
	understand that in terms of section 45 of the Act a public entity must include in the g document the requirement for a declaration as an alternative form of bid security.
I/We* event	accept that under section 45 of the Act, I/we* may be suspended or disqualified in the 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.
	understand this bid securing declaration ceases to be valid if I am/We are * not the ssful Bidder
	l:signature of person whose name and capacity are shown]
	city of: ate legal capacity of person(s) signing the Bid Securing Declaration]
	complete name of person signing the Bid Securing Declaration]
Duly a	uthorized to sign the bid for and on behalf of: [insert complete name of Bidder]
Dated [insert	on day of,, date of signing]
Corpo	rate 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



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
[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:

- A labour inspector may conduct unannounced inspections to assess the level of compliance
 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

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

SEE ANNEXURE A

B. DRAWINGS

BUILDING PLAN ATTACHED

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: W/RFQ/15-02/2020

[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\$)
1	SEE ATTACHED ANEXURE A				
			Subtotal	%	
			Total	70	

Priced Activity Schedule Authorised By:

Name:		Signo	ature:	
Position:		Date	:	
Authorised for and on behalf of:	Comp	any		

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: W/RFQ/15-02/2020

[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 *	\boldsymbol{C}	D
1	SEE ATTACHED ANNEXURE A		
	-		

[Bidders should complete columns C and D with the specification of the goods 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.

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised fo	r 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/15–02/2020** on the website of the Ministry of Mines and Energy (www.mme.gov.na) except where modified by the Special Conditions below.

SECTION VI: 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/15-02/2020

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

GCC Clause Reference	Special Conditions
Project Manager GCC 1.1(y)	The Project Manager is: Mr. Linus Kashungu
Site GCC 1.1(aa)	The Site is located at Noordoewer Slate Project site, Noordoewer Settlement, //Karas Region and is defined in Drawings Nos:
Start Date GCC 1.1(dd)	The Start Date shall be: 14 days after receive of Purchase Order/ Letter of Acceptance.
The Works GCC 1.1(h)	The Works consist of: renovation and building. See attached Annexure A and B
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.
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 Mr. Nathaniel Musenge
	For the Contractor, the address shall be as given on the first

į	page of the Purchase Order/Letter of Acceptance and the contact name shall be
	Confidential Training
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: (for the full amount of the works including removal of debris, professional fee etc)
	(b) For loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.
	(c) For loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract 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).
, =	(d) for personal injury or death:
	(i) Of the Contractor's employees: [The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].
	(ii) Of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].
	(e) For loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.
	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.
Intended Completion Date GCC 16.1	The Intended Completion Date for the whole of the Works shall be: 180 days
Possession of the Site GCC 20.1	The Site Possession Date shall be: 14 days after receive of Purchase Order

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 5 days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
GCC 25.3	Program updates shall not be required.
Defects Liability Period GCC 33.1	The Defects Liability Period is: 90 days.
Payment Certificates GCC 39.7	"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".
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.
Adverse weather Conditions GCC 41.1 (I)	[Public Entity to define adverse weather conditions] N/A
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.
Retention GCC 45.	no proportion of any payments shall be retained
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are [insert rate] per day. The maximum amount of liquidated damages for the whole of the Works is [amount based on a maximum number of days].
	[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.]
Advance Payment GCC 48.1	No advance payment shall be made
Performance Security GCC 49.1	Not Applicable
GCC 56.1	"As built" drawings or operating and maintenance manuals are 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: [insert percentage]

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: W/RFQ/15-02/2020

Description	Attached	Not Attached
Quotation Letter		
Priced Activity Schedule		
Performance Compliance Sheet		
Original/Certified copy of Good Standing Tax Certificate		
Original /Certified copy of Good Standing Social Security Certificate		
Certified copy of Affirmative Action Certificate or proof of Employment Equity		
Signed Bid Securing Declaration		
Signed undertaking in terms of labour act		
Copy of company registration certificate		

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.

BID NOTICE:

THE APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE UPGRADE, RENOVATION / MAINTENANCE SERVICES ON NOORDOEWER SLATE PROJECT FACILITIES: AN OFFICE BUILDING WITH TOILETS, A TILES CUTTING WORKSHOP AND A TILES WASHING AREA AT NOORDOEWER SETTLEMENT, //KARAS REGION.

Place: Noordoewer Slate Project site Noordoewer Settlement, //Karas Region

1. SCOPE AND EXTENT OF WORK

The Small Scale Mining Division is looking for a contractor with experience in the Building/Construction industry to provide services at the Noordoewer Facility, which is due for minor renovation/maintenance to bring it to acceptable standards. The contractor will be responsible for doing everything required to complete the whole process, this includes: the procurement of materials, delivering of materials to the project site (Noordoewer) and building of the new structures at Noordoewer, Karas region.

- The buildings should be built with **concrete super bricks** (7 MPa).
- The roofs should be made of either steel or wooden materials depending on the specifications.
- The ceilings should be made with rhino boards.
- The outer-walls of both the cutting and washing facilities should be covered with slastos (slate off-cuts) in order to be in conformity with the project objectives.
- The floor of the main building should be tiled up with slate tiles only (available on site), except inside the showers (ceramic tiles).
- All outside doors and windows must be protected with burglar bars.

NB: Bidders shall provide quotes in strict accordance with all details contained in both the bidding document and building plan.

2. BUILDING STRUCTURES

2.1. ADMINISTRATION BUILDING (New)

The Administration building should consist of the following:

- a) An office with an appropriate office desk (with drawers) and an office chair.
- b) A kitchenette with build-in cupboards, a sink and kitchen top. The portion of the wall on the sink side should be **tiled** with ceramic tiles.
- c) A storage room.
- d) Two toilets (male and female) with showers, toilet pots and basins.
- e) The wall should be built with **concrete super bricks** (7 MPa).
- f) The floor of the **Admin building** should be made of concrete, tiled up with **slate tiles only (30x30cm)** and the inside of the showers should be tiled up with **ceramic tiles**.
- g) A porch (veranda) with a roof supported by **round tubes** (75mm in diameter), **angle iron & lip channel rafters** and tiled up with **slate tiles** (50x50 or 50x30cm) depending on the availability.
- h) The roofs should be made of wooden rafters, purlins and others, and 0.47mm IBR sheets.
- i) The ceilings should be made with rhino boards.
- j) The outer and inner-walls should be plastered and painted with Enamel paint (colours to be determined)
- k) Rainwater gutters with a diameter of 75mm (rectangular).
- A post-paid meter box
- m) A hot water **Solar Geyser** system

Other details are indicated in the building plan.

2.2. TILES CUTTING WORKSHOP (Upgrade)

The tiles cutting facility should be constructed in the following manner:

- a) The wall should be built up to 1.2m high from the floor base and then the **60x60mm Rectagrid sheets** cut to size of 2.0x1.3m follow, then bricks up to the ceiling.
- b) The wall should be built with **concrete super bricks** (7 MPa).
- c) The floor should be made of **concrete** only.
- d) The grids should be **cut to size** (2.0x1.3m) and framed in **square tubes** of 30mm.
- e) The roofs should be made of wooden rafters, purlins and others, and 0.47mm IBR sheets.
- f) The ceilings should be made with **rhino boards**.

- g) The inner-walls should be plastered and painted with **Enamel paint** (colours to be determined)
- h) The outer-wall should be **covered with slastos** (slate off-cuts).
- i) A sliding door made **of 40mm square tubes and grids** (same material as above).

See attached building plan for more details.

2.3. TILES WASHING FACILITY (New)

The tiles washing facility should be constructed in the following manner:

- a) The wall should be built up to 1.8 m high from the concrete floor base, and then it should be left open up to the roof, which is 2.7m high.
- b) The wall should be built with **concrete super bricks** (7 MPa).
- c) The floor should be made of **concrete** only.
- d) The wall boundary should be built together with **Square tubes** (76x3mm or 75x3mm) poles.
- e) The roofs should be made of steel rafters and 0.47mm IBR sheets.
- f) The washing facility should have two build-in **concrete washing basins** (with taps and water outlets) and **concrete tops**.
- g) The inner-wall should be plastered and painted with **Enamel paint** (colours to be determined)
- h) The outer-wall should be covered with slastos (slate off-cuts).

See attached building plan for more details.

3. DURATION OF THE PROJECT

The project must be completed within a maximum of **six (6) months** after the signing of the Service Level Agreement (SLA) by both parties.

4. SCHEDULE OF WORK

The Bidder shall list below at least three contracts of a similar nature successfully completed. This information is material to the award of the Contract. The description should be put in a tabular format with the following headings:

No.	Project/employer and project description	Nature of work	Value of work incl. VAT (N\$)	Year of completion	Reference detail (Name, employer, Tel: No. and e-mail)
1					
2					
3					

5. QUALIFICATIONS AND PROFESSIONAL REGISTRATION OF KEY PERSONNNEL

The experience of the bidder or joint venture partners' key staff must be demonstrated through the provision of the following:

- Qualifications of key staff to deliver a project of this nature;
- Professional Registration Status;
- Experience in projects of a similar nature (i.e. letter from previous clients);
 and
- Any supplementary information.

Copies of qualifications and professional registrations must be certified by a Commissioner of Oath.

6. BID PRICE

The Bid Price should be market related and clearly indicate the cost breakdown including Bill of Quantity, Labour and other related costs.

7. BID VALIDITY

The Bid Price should be valid for a period of 180 days.







