

OFFICE OF THE PRIME MINISTER

Enquires: Esther Amwaalwa
Tel: 287 2052
Ref:9/2/2

24 July 2024

RESTRICTED BIDDING FOR GOODS

**Supply and delivery of items and materials needed
at Farm Nuwe Hoop, Gobabis in Omaheke Region.**

**NB: The bid is restricted to 100% Namibian
Owned suppliers.**

Procurement Reference No: G/RB/02 -10/2024

Due Date: 02 August 2024

*[Office of the Prime Minister, Parliament Building, Room 39, Ground floor,
Contact person, Brian Mungunda or Esther Amwaalwa at 061 -287
2666/2052.]*



Letter of Invitation

.....

Procurement Reference Number: G/RB/02 – 10/2024

24 July 2024

Dear Sir or Madam,

Invitation for Bids for the Supply of items and materials needed at Farm Nuwe Hoop, Gobabis in Omaheke Region.

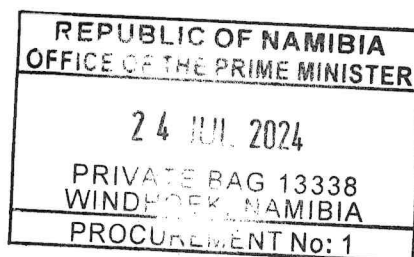
The **Office of the Prime Minister** invites you to submit your best bid for the items described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in the document. **NB: The bid is restricted to 100% Namibian Owned suppliers.**

Queries, if any, should be addressed to [*Esther Amwaalwa at 061 -287 2052 or Email: Esther. Amwaalwa opm.gov.na*].

Please prepare and submit your bid in accordance with the instructions given or inform the undersigned if you will not be submitting a bid.

Yours faithfully,

Brian Mungunda
 Secretary to the Procurement Committee



SECTION I: INVITATION FOR BIDS

1. Rights of Public Entity

The [Office of the Prime Minister] reserves the right:

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

2. Preparation of Bids

You are requested to quote for the items mentioned in Section III by completing, signing and returning:

- (a) the Bid Letter in Section II with its annex for *Bid Securing Declaration*, and
- (b) the List of Goods and Price Schedule in Section III;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment deemed appropriate.

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

3. Validity of Bids

The Bid validity period shall be [30 days] 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 valid good Standing Tax Certificate;
- (c) have an original 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) Submit completed, and signed Bid-securing Declaration.
- (f) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

NB: Please note that a valid certified copy of an original documents, as certified by Namibian Police are also acceptable.

5. Bid Security/Bid Securing Declaration

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

6. Delivery

Delivery shall be (7) days/ one week after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted.

6.1 The following tests and inspections will be conducted on the goods, as per the requirement stated in the technical specifications.

7. Sealing and Marking of Bids

Bids 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 Bids

Bids should be submitted at the Office of the Prime Minister, Ground Floor, Room 39, not later than 02 August 2024 @10H00 am. Contact Person: Esther Amwaalwa. Bids should be delivered by post or hand delivered and should reach the above-mentioned address before the closing date and time. Late bids will be rejected.

9. Opening of Bids

Bids will be opened by the OPM -PMU on the same date of the bids closure. Bidders or their representatives may attend the Bid Opening if they choose to do so.

10. Evaluation of Bids

The Public Entity shall have the right to request for clarifications 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 bid.

11. Documents Establishing Conformity of Goods and Related Services [Brochures of brand to be offered, information from the manufacturer, or any other documentations that establishing conformity of goods and related services]

Bidders shall submit along with their bids the documents marked ☒ hereunder:

| | | |
|-----|--|--|
| (a) | Documents to establish conformity of goods as specified in Schedule of Requirements, highlighting deviations, if any, so as to establish substantial responsiveness of the proposed goods item; | <input checked="" type="checkbox"/> |
| (b) | A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the Specification and Performance Requirement Sheet, following commencement of the use of the goods. | <input checked="" type="checkbox"/> |
| (c) | Documentary evidence to establish to the satisfaction of the Purchaser that goods proposed, as per other than the brand name, catalogue numbers or standard as specified by the Purchaser, ensures substantial equivalence or are superior. | <input checked="" type="checkbox"/> |
| (d) | Evidence of the bidder's technical capacity to be furnished by one or more of the following means: (i) a list of the principal deliveries effected in the past three years, with the sums, dates and recipients, whether public or private, involved; and (ii) Type test certificates drawn up by official quality control institutes or | <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> |

| | | |
|-----|---|-------------------------------------|
| | agencies of recognized competence attesting the conformity of the goods with respect to specifications conformity. | |
| (e) | Documentary evidence to establish Bidder's ability to provide the service or to execute the installation with regard to their skills, efficiency, experience and reliability. | <input checked="" type="checkbox"/> |

12. Technical Compliance

Bidders shall submit along with their bids documents, catalogues and any other literature to substantiate compliance with the required specifications and to qualify deviations if any with respect to Public Entity's requirements.

The Specifications and Performance Requirements, and Compliance Sheet details the minimum specifications of the goods items to be supplied. The specifications have to be met, but no credit will be given for exceeding the specifications.

13. Prices and Currency of Bids

Price of bids shall be fixed in Namibian Dollars for the bid validity period.

Goods supplied from overseas delivered to the Public Entity at port of entry shall be on a CIF/CIP basis mentioning the ports of loading and entry with a breakdown in FOB, freight charges and insurance charges for evaluation purpose. The Purchaser reserves the right to subsequently choose any of the possible INCOTERMS conditions at placement of order.

14. Margin of Preference

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

MARGINS OF PREFERENCES WHEN EVALUATING BIDS FOR EXCLUSIVE PREFERENCES AS PER PARAGRAPH 9 (2) OF CODE OF GOOD PRACTICES ON PREFERENCES.

| CATEGORY | MARGIN OF PREFERENCE | DOCUMENTARY EVIDENCE |
|------------------------|----------------------|---|
| Manufacturer | 2 % | -Certificate of registration from a registering authority -Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant |
| MSME | 1% | SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership |
| Women owned enterprise | 1% | - IDs of all shareholders - Founding statement/company registration indicating ownership |

| | | |
|--|------------|--|
| | | structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership |
| Youth owned enterprise | 2% | -IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian Youth ownership |
| PDP owned enterprise | 2% | IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership |
| Supplier promoting | 1% | Declaration and proof that the bidder meets the requirements set out in the bidding document. |
| Service rendered by Namibian citizens | 1% | declaration that the bidder employs 50% or more Namibian |
| TOTAL | 10% | |

NB: Bidders should make sure that they have provided the information required to qualify for the margin of preference, as requested on the above margin of preference table.

15. Award of Contract

The Bidder having submitted the lowest evaluated responsive bid and qualified to supply the goods items and related services 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 and General Conditions of Contract.

16. Performance Security

Performance Security is not a requirement in this bid.

17. 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 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: BID LETTER

(to be completed by Bidders)

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

| | |
|--|--|
| Bid addressed to: <i>[name of Public Entity]</i> | |
| Procurement Reference Number: | |
| Subject matter of Procurement: | |

We offer to supply the items listed in the attached List of Goods and Price Schedule as per the defined specifications, *except for the qualified deviations [Bidder may delete this phrase in case of no deviation]* and, in accordance with the terms and conditions stated in your Invitation for Bids referenced above.

We confirm that we are eligible to participate in this bidding exercise and meet the eligibility criteria specified in Section I: Invitation for Bids.

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 to *[forfeiture of the security amount / disqualification on the grounds mentioned in the BD]*.

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

We confirm that our quoted prices in the List of Goods and Price 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 bid validity.

The delivery period offered, from the date of issue of Purchase Order/ Letter of Acceptance, is as shown in the List of Goods items and Price Schedule.

Bid 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:[Day|month|year].....

Procurement Ref No.:

To:[insert complete name of Public Entity and address].....

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:
 [insert signature of person whose name and capacity are shown]

Capacity of:
 [indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:
 [insert complete name of person signing the Bid Securing Declaration]

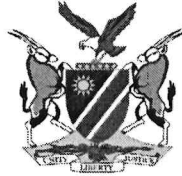
Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____
 [insert date of signing]

Corporate Seal (where appropriate)

[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

**delete if not applicable / appropriate*



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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:.....

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: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: [to be completed by Public Entity]

Procurement Ref No.

| INSTRUCTIONS TO THE PUBLIC BODY | | | | INSTRUCTIONS TO BIDDERS | | | | | |
|--|--|-------------------|------------------|--|------------------------------------|------------|-----------------------------|------------------------|-------------------|
| At time of preparation of the RFQ, Columns A to E shall be filled in by the Public Entity. <i>[To be filled by the Public Entity]</i> | | | | Bidders shall fill-in columns E – I and fill the total E = mark with a * if an equivalent is quoted F = Rate per unit G = VAT price for one item • If an equivalent is quoted, please attach to your quote appropriate technical information & specification • Bidders shall fill in and sign the bottom section of this page | | | | | |
| A | B | C | D | E | F | G | H | I | |
| Item no. | Description of Goods | Quantity required | Unit of measures | * | Price per unit NAD ¹ | VAT NAD | Total price with VAT NAD | Delivery (days/ weeks) | Country of Origin |
| 1. | Material for Piggery production system as indicated/specified in the below table | various | | | | | | | |
| 2 | Dairy Cow production system: Feeding machinery, equipment and materials as indicated/specified in the below table | various | | | | | | | |
| 3 | Transportation cost to Omaheke Regional Office Park, Portion 39, Gobabis Townlands No: 114, (Adjacent to the Regional Directorate of Forestry) | | | | | | | | |
| GRAND TOTAL | | | | | | | | | |
| NAME: | | POSITION: | | SIGNATURE | | | DATE | | |
| NAME OF COMPANY: | | ADDRESS: | | | | | | | |

Piggery production system

| component | Item Description | N ^o of item |
|-------------------|------------------|------------------------|
| Building Material | Cement 50kg 42.5 | 40,00 |

| | | |
|--|--|----------|
| | Bricks (220x105x70) 14mpa | 4 400,00 |
| | Lip channel (75x50x20x1.6) 9,2m | 8,00 |
| | Square tube (30x30x2) 6m | 30,00 |
| | Roofing Metal screw (Self-cutting) 14x2" | 300,00 |
| | Roofing zinc 0.27mmx3.2m | 30,00 |
| | DPC 250MIC 110mm 50m | 2,00 |
| | Brick force 150mmx1 5m | 20,00 |
| | Diamond Mesh 1800x50x2mm | 4,00 |

Dairy Cow production system: Feeding machinery, equipment and materials

| | | |
|---------------------------------|------------------|------|
| Fridge/freezer | 450L | 1,00 |
| Stainless Steel milking buckets | 20L | 5,00 |
| Stainless Steel milking cans | 100L | 5,00 |
| Cold storage tanks | 500L | 1,00 |
| Milking machine | 4 teats 20L | 1,00 |
| | Pasteuriser 500L | 1,00 |
| Processing Machinery | | |

The price shall be treated as firm in Namibian Dollars for all intent and purpose. and please attached a detailed quotation from your company.

NB: [Delivery period is five (5) days, maximum,] items and materials are to be delivered at the Gobabis, Office of the Governor as indicated above.

FOR GOODS TO BE SUPPLIED BY OVERSEAS SUPPLIERS OR LOCAL AGENTS DELIVERED TO THE PURCHASER AT PORT OF ENTRY

This is not applicable.

| BID FOR: <i>[to be completed by Public Entity]...</i> | | | | Procurement Ref No. | | | | | | | |
|---|----------------------|-------------------|------------------|---|----------------|--------------------------|----------------------------|--------------------|--|--------------------------|-------------------|
| INSTRUCTIONS TO THE PUBLIC BODY | | | | INSTRUCTION TO BIDDERS | | | | | | | |
| At time of preparation of the IFB, Columns A to D shall be filled in by the Public Entity. <i>Where specification are necessary, use section V and indicate "S" under column B</i> <i>[To be filled by the Public Entity]</i> | | | | Bidders shall fill-in columns E - K and fill the total stating currency F= mark with a *if an equivalent is quoted K=Total price for one item (C x I) J= Rate per unit CIF/CIP (F+G+H) • If an equivalent is quoted, please attach to your quote appropriate technical information & specification • Bidders shall fill in and sign the bottom section of this page | | | | | | | |
| A | B | C | D | E | F | G | H | I | J | K | |
| Item no. | Description of Goods | Quantity required | Unit of measures | * | Unit Price FOB | Freight Charges per unit | Insurance Charges per unit | Unit price CIF/CIP | CIF/CIP ¹ Price per line item | Delivery (weeks/ months) | Country of Origin |
| TOTAL | | | | | | | | | | | |
| NAME: | | POSITION: | | SIGNATURE | | | | DATE OF SIGNING | | | |
| NAME OF COMPANY: | | ADDRESS: | | | | | | | | | |

¹ Price quoted as CIF payable to foreign suppliers may be in foreign currency except where the local Agent is itself the bidder the price payable to the local agent shall be in Namibian Dollars equivalent as per exchange rate prevailing on date payment is made to obtain negotiable document drawn up on Purchaser's name.

Key notes: NA=NOT APPLICABLE, NQ=NO QUOTE

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENT

AS SPECIFIED ON SECTION III

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number:

[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 in the signature block below.]

| Item No | Technical Specification Required | Compliance Specification Offered | of Details of Non-Compliance/ Deviation (if applicable) |
|-----------|--|----------------------------------|---|
| <i>A*</i> | <i>B*</i> | <i>C</i> | <i>D</i> |
| 1 | Material for Piggery production system as indicated/specified in the below table | | |
| 2 | Dairy Cow production system: Feeding machinery, equipment and materials as indicated/specified in the below table | | |
| 3 | Transportation cost to Omaheke Regional Office Park, Portion 39, Gobabis Townlands No: 114, (Adjacent to the Regional Directorate of Forestry) | | |

** 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: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

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

Section VII Special Conditions of Contract 16

Goods - Ref. **G/RFQ-GCC** on the website of the Public Entity (*insert website address*) except where modified by the Special Conditions below.

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

G/RB/02 – 10/2024

Procurement Reference Number: _____

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

| Subject and GCC clause reference | Special Conditions |
|--|--|
| Purchaser GCC 1.1 (h) | The purchaser is: Office of the Prime Minister |
| Site GCC 1.1(m) | The Site/final destination for delivery of the Goods is: Governor's Office, Gobabis, In Omaheke Region. |
| Incoterms Edition GCC 4.2(b) | Incoterms shall be governed by the rules prescribed in Incoterms 2010. |
| Notices GCC 8.1 | Any notice shall be sent to the following addresses: For the Office of the Prime Minister , the address and the contact name shall be: Esther.Amwaalwa@opm.gov.na or Tel: 061 - 287 2052. For the Supplier, the address and contact name shall be _____ |
| Settlement of Dispute GCC 10.2 | Arbitration proceedings shall be conducted in accordance to the following rules: _____ After 28 days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration as stated in the GCC 10.2. |
| Delivery and Documents GCC 13.1 | The Goods are to be delivered within (One week/7 days) from the date of Purchase Order or Letter of Acceptance. The shipping and other documents to be furnished by the Supplier are: (a) signed delivery note; |
| Price Adjustment GCC15.1 | The Price shall not be adjustable |
| Terms of Payment GCC 16.1 | The structure of payments shall be: full payment following delivery of the Supplies and submission of an invoice and the documents listed in clause 13.1 |

Section VII Special Conditions of Contract 17

| Subject and GCC clause reference | Special Conditions |
|---|---|
| Terms of Payment GCC 16.3 | Payments shall be made not later than thirty days after submission of an invoice Maximum and its certification by the Purchaser. |
| Terms of Payment GCC 16.4 | The currency of payment shall be the currency of order specified in the List of Goods, Price Schedule and Product details in the Statement of Requirements. Bidders will be paid in fixed Namibian dollars. |
| Payment Method GCC 16.5 | <p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p>i) On Acceptance: The Contract Price of goods received shall be paid no later than thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>An interest rate of (legal rate as specified by the law) is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.</p> |
| Performance Security GCC 18.1 | (i) No performance security is required |
| Discharge of Performance Security GCC 18.4 | No performance security required in this procurement. |
| Packing GCC 23.2 | The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided in the contract. |
| Insurance GCC 24 | <p><i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]</i></p> <p>Goods supplied under this contract shall be fully insured in Namibian dollars against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery, in accordance with the applicable Incoterms as stated in the Public Procurement Act, 2015.</p> |
| Subject and GCC clause reference | Special Conditions |
| Transportation GCC 25 | The Goods shall be delivered, in accordance to transportation arrangement stated in Incoterms as specified in the Public Procurement Act, 2015. |

Section VII Special Conditions of Contract 18

| Subject and GCC clause reference | Special Conditions |
|--|---|
| Inspection and Tests GCC 26. | <p><i>[The Purchaser may consider the application of this clause as appropriate for procurement of equipment or other goods items from both overseas and local suppliers.]</i></p> <ol style="list-style-type: none"> 1. Tests and inspections will be done to establish the authentication of the product/s supplied as per the technical specifications. 2. The location of tests and inspections will be Office of the Prime Minister, Windhoek, by Security Division. |
| Liquidated Damages GCC 27.1 | <p>Liquidated damages for the whole contract are [1%] per day. The maximum amount of liquidated damages for the whole contract is [10%] of the final contract price.</p> |
| Warranty GCC 28.3 | <p>For item A, the minimum period of warranty/shelf life shall be: 1 year. For item B, the minimum period of warranty/shelf life shall be: 1 years. For item C, the minimum period of warranty/shelf life shall be: 1 years. For item D, the minimum period of warranty/shelf life shall be: 1 years.</p> |
| Repair and replacement GCC 28.5 | <p>The period for repair and replacement of defects shall be: 2 weeks, if necessary</p> |

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
- P_0 = Contract Price (base price).
- a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a , b , and c as specified by the Purchaser are as follows:

$a = [\textit{insert value of coefficient}]$

$b = [\textit{insert value of coefficient}]$

$c = [\textit{insert value of coefficient}]$

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = $[\textit{insert number of weeks}]$ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The

Section VII Special Conditions of Contract 20

Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SCHEDULE 1

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

| COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT | | |
|---|------------|------------|
| | NAD | NAD |
| Raw Materials, Accessories & Components | | |
| • Imported (CIF) | | |
| • Local (VAT & Excise Duty Fee) | | |
| | | |
| Labour Cost | | |
| • Direct Labour | | . |
| • Clerical Wages | | . |
| • Salaries to Management | | |
| | | |
| Utilities | | |
| • Electricity | | |
| • Water | | |
| • Telephone | | |
| | | |
| Depreciation | | |
| Interest on Loans | | |
| Rent | | |
| | | |
| Other (please specify) | | |
| • | | |
| • | | |
| • | | |
| TOTAL COST | | |

$$\text{Local Value Added} = \frac{\text{Total Cost} - \text{Cost of imported inputs}}{\text{Total Cost}} \times 100$$

- The cost structure should be certified by a Certified Accountant

SCHEDULE 2**BID 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.: G/RB/02 – 10/2024

| Description | Attached (please tick if submitted and cross if not) |
|---|---|
| Bid Letter | |
| List of Goods and Price Schedule | |
| Specification and Compliance Sheet | |
| Bid Securing Declaration form | |
| Evidences for conformity of Goods | |
| Good Standing Certificates, (Inland Revenue, Social Security Commission and Employment Equity Commissioner) | |

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 bid 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.*