

## **NATIONAL COUNCIL**

## OFFICE OF THE SECRETARY

# RESTRICTED BIDDING FOR SERVICES

TRAVEL AGENT FOR THE PROVISIONS OF INTERNATIONAL AND DOMESTIC TRAVEL AND ACCOMMODATIONS AND CAR HIRE FOR A PERIOD OF TWELVE (12) MONTHS –TIME-BASED

Procurement Reference No: NCS/RB/11-01/22/23

Parliament Building, Private Bag 13371, Windhoek, Namibia Tel. (061) 202 8000/ 202 8111, Fax (061) 226 121

**COST OF BIDDING DOCUMENTS: FREE** 



## **NATIONAL COUNCIL**

#### OFFICE OF THE SECRETARY

Parliament Building, Private Bag 13371, Windhoek, Namibia Tel. (061) 202 8000/ 202 8111, Fax (061) 226 121

#### Letter of Invitation

All Bidders

**15 December 2022** 

Procurement Reference No: NCS/RB/11-01/22/23

Dear Sirs,

TRAVEL AGENT FOR THE PROVISIONS OF INTERNATIONAL AND DOMESTIC TRAVEL AND ACCOMMODATIONS AND CAR HIRE FOR A PERIOD OF TWELVE (12) MONTHS –TIME-BASED.

The National Council 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.

Queries, if any, should be addressed to Ms Jacqueline Steyn at 061 202 8071, <u>j.steyn@parliament.na</u>. 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

15-12- 2022

Ms. Jacqueline S. Steyn NATIONAL COUNTY Head of Procurement Management

## SECTION I: INSTRUCTIONS TO BIDDERS

#### 1. Rights of Public Entity

The National Council reserves the right:

- (a) to split the contract as per the lowest evaluated cost per lot; and
- (b) to accept or reject any bid or to cancel the bidding process; or
- (c) 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 Priced Activity Schedule Section IV;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate

You are advised to carefully read the complete Invitation for Bid 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 60 days from the date of bid submission deadline.

#### 4. Eligibility Criteria

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

- (a) have a valid certified copy of company Registration certificate specifying shareholders.
- (b) have an original valid good Standing Tax Certificate;
- (c) have an original valid good standing Social Security Certificate or certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a valid good Standing Social Security Certificate, as certified by the Commissioner of Oath. Certificate should be valid as at the date of bid submission.;
- (d) have a valid certified Affirmative Action Compliance Certificate (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963), 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 or a valid certified copy of the original document, as certified by the Commissioner of Oath. Certificate should be valid as at the date of bid submission),
- (e) have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007

- (f) have a valid certified certificate indicating SME Status (for Bids reserved for SMEs);
- (g) Submit certified identity copies of the shareholders
- (h) submit a signed Bid Securing Declaration;
- (i) Submit a valid confirmation letter from the bank
- (j) Company profile, including company experience in the provision of travel and accommodation services, with customers' reference details. The experience required to be demonstrated by the Bidder is a minimum of three (3) years for the provision of international and domestic travel and accommodation services.

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

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

#### 6. Works Completion Period

The completion period for works shall be 30 days after acceptance and issue of Purchase Order. Deviation in completion period shall be considered if such deviation is reasonable.

#### 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 deposited in the Quotation/Tender Box located at Ground Floor not later than **Wednesday**, **25 January 2023 at 10h00**. Bids by post or hand delivered should reach National Council by the same date and time at latest. Late bids will be rejected.

Bids received by e-mail will not be considered.

#### 9. Bid Opening

Bids will be opened by the National Council-Parliament at Parliament Buildings, 09 Love Street, Ground Floor on Wednesday 25 January 2023 at 10h00. Bidders or their representatives may attend the Bid Opening if they choose to do so.

#### 10. Evaluation of Bids

The National Council shall have the right to request for clarification during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest evaluated bid.

#### 11. Evaluation Criteria

Bidders should submit documents in respect of the following:

- (a) Completeness of the bid document.
- (b) Comply with the eligibility criteria.
- (c) Documents Establishing Conformity of Goods and related Services.
- (d) Comply with the required delivery date.
- (e) Provide proof of Profit, the bidder must have earned for at least one (1) year during the last three (3) years.
- (f) Average annual monetary value of construction works performed over the last three (3) years as appropriate.
- (g) Experience in works of a similar nature and size, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (h) Provide proof for qualifications and experience of key site management and technical personnel proposed for the Contract.
- (i) Three (1) years certificate on plumbing works Grade 3 for the qualified personnel.
- (j) Comply with the Technical specifications

## 12. Technical Compliance

The Specification 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 specification.

#### 13. Prices and Currency of Payment

Prices for the execution of works shall be fixed in Namibian Dollars as quoted.

Bids 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.

#### 14. Margin of Preference

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

A/N

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

A/N

#### 15. Award of Contract

The Bidder having submitted the lowest evaluated responsive bid 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 and the General Conditions of Contract.

#### 16. Margin of preference (ITB35.1)

- (a) According to the directive issued on 26 February 2019 by the Procurement Policy Unit, in terms
- (b) of Section 73 of the Public Procurement Act. 2015 (Act15of 2015) on Reservation to local Suppliers.
- (c) In line with Section 72 of the Act, preference will be given to 100% Namibian owned SME's and entities which are 51% or more equity owned by Namibian Banking Institution.
- (d) In line with Section 72 of the Act, Preference will be given to Joint Ventures Partnership who have at least 51% or more equity owned by Namibian Citizens and the Joint Venture shall keep a bank account at a Namibian Banking Institution.

#### 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 Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of this RB prevail over any attachments. If your bid is not authorised, it will be rejected.

Bid addressed to: [name of Public Entity]	
Procurement Reference Number:	
Subject of Procurement:	

We offer to execute the Works detailed in the Statement of Requirements, 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 1: 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].

Laws, Remuneration Order and Award where applications of Contract, if we are awarded the contract.	icable and that we shall abi	
The validity period of our bid is	days from the date of the	bid submission deadline.
We confirm that the prices quoted in the Priced Act to revision or variation, if we are awarded the cont		
Works will commence within Five (5) days from d	ate of issue of Purchase O	rder/ Letter of Acceptance.
Works will be completed withinPurchase Order/ Letter of acceptance.  Bid Authorised by:	_[Bidder to insert numbe	r] days from date of issue of
Name of	Company's Addres	s and seal
Bidder		
Contact Person		
Name of Person Authorising the Quotation:	Position:	Signature:
Date	Phone No./E-mail	

## **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.:	
To:	ublic Entity and address]
I/We* understand that in terms of section 45 of the Act a public entity must increquirement for a declaration as an alternative form of bid security.	lude in the bidding document the
I/We* accept that under section 45 of the Act, I/we* may be suspended or disqua	lified in the event of
(a) a modification or withdrawal of a bid after the deadline for submissivalidity;	on of bids during the period of
(b) refusal by a bidder to accept a correction of an error appearing on the	ne face of a bid;
(c) failure to sign a procurement contract in accordance with the terms bidding document, should I/We* be successful bidder; or	and conditions set forth in the
(d) failure to provide security for the performance of the procurement of the bidding document.	contract if required to do so by
I/We* understand this bid securing declaration ceases to be valid if I am/We are*	not the successful Bidder
Signed:	
Capacity of:	
Name:	
Duly authorized to sign the bid for and on behalf of: [insert complete name of Bid	lder]
Dated on day of,	
Corporate Seal (where appropriate)	
[Note*: In case of a joint venture, the bid securing declaration must be in the name that submits the bid.]  *delete if not applicable / appropriate	of all partners to the joint venture



## Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015

## 1. EMPLOYERS DETAILS

Company Trade Name:
Registration Number:
Vat Number:
Industry/Sector:
Place of Business:
Physical Address:
Tell No.:
Fax No.:
Email Address:
Postal Address:
Full name of Owner/Accounting Officer:
***************************************
Email Address:
2. PROCUREMENT DETAILS
Procurement Reference No.:

Procurement Description:
Anticipated Contract Duration:
Location where work will be done, good/services will be delivered:
3. UNDERTAKING
I
of
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 VII. Special Conditions of Contract11 Wu

## SECTION III: SCOPE OF SERVICES

#### Part 1. Background

The National Council, in the course of executing its duties and fulfilling its legislative mandate makes use of travel, accommodation and conference facilities. Therefore, the National Council requires an experienced and professional travel agency to provide air travel (Air Ticketing Domestic & International economy and business class), hotel accommodation, airport transfers, point-to-point shuttle services, Transfers Worldwide, hotel reservations worldwide and Travel Insurance.

#### Part 2. Specifications

- 2.1 To provide a full range of travel agency services on the basis of the most convenient trip (shortest schedule route possible in terms of the time schedule from departure to destination and return) at the lowest possible price.
- 2.2 Provide advice on the most suitable travel option for trips to be undertaken and where applicable, to explain the best available options.
- 2.3 Provide a safe and risk-free travelling experience possible.
- 2.4 The travel agency will be required to provide comprehensive itineraries to National Council for both domestic and international routes.
- 2.5 The Service provider must be able to reserve and issue tickets on all airlines and road arrange for car rentals travels, as requested, at the best lowest possible price (combining the most direct and least expensive routes to achieve cost effectiveness).
- 2.6 The ticket quotation should clearly mention the following:
- Price quotes with reference to the final date of issue (option date);
- Itinerary (detailed full flight schedules, agency contacts and reference numbers, hotel reservation details flight seat allocations, visa and health requirements and car hire arrangements);
- Ticket class economy and business class;
- Baggage allowable limit per kilogram for business and economy class;
- Information on ticket flexibility and related costs regarding possible changes or cancellation; and
- A detailed breakdown of the final cost (e.g. fare cost, airlines fees, transaction fee etc.)
- 2.7 The service provider will be required to arrange for accommodation, on an ad hoc basis, for travelling.

- 2.8 Where transfer/shuttle services to the place of destination is required, the most advantageous transfer/shuttle services company operating in the area should be selected.
- 2.9 Where car rental to the place of destination is required, it should be ensured through the issuing of vouchers with the most advantageous car rental company operating in the area.
- 2.10 Inform and ensure that travellers are fully aware of all the restrictions and conditions that may be applicable to their visas.
- 2.11 On request, arrange for exchange of foreign currencies on behalf of travellers.
- 2.12 Bookings for services which will result in 100% cancellation fees, is discouraged. Travel agency should be able to inform the National Council in writing about credit note available to National Council.
- 2.13 Penalties regarding any additional charges attributed to a fault of the Travel Agency will not be charged at the cost of National Council.
- 2.14 The service provider must ensure that personal data obtained during the provision of the
  - services are kept confidential and protected.
- 2.15 The Travel Agency should be available for 24/7.
- 2.16 The service provider will be required to provide 3 quotations, where applicable. National Council will select the most appropriate service provider/quote and notify the agent accordingly. All quotations must be inclusive of the agent's commission.
- 2.17 Bidders must submit references where similar contracts were undertaken during the last five (5) years.
- 2.18 Bidders must submit a comprehensive CV with a minimum of five (5) years relevant experience in booking of domestic & international air services, booking of accommodation, booking of shuttles, administering of passports, travel insurance and all other services related to travel agencies.
- 2.19 Bidders must submit a company profile indicating at least the following the nature of the business, company address and contact, ownership and shareholders, size of company.
- 2.20 The travel agency will be required to ensure that travellers are fully aware of any travel overlays well in advance.

# **SECTION IV: PRICED ACTIVITY SCHEDULE**

Procurement Reference Number: NCS/RB/11-01/22/23

[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 Services	Quantity	Unit of Measure	Unit Price N\$	Total Price N\$
A*	B*	C*	D*	E	F
	TRAVEL AGENT FOR THE PROVISION OF INTERNATIONAL AND DOMESTIC TRAVEL, ACCOMMODATIONS, AIRPORT TRANSFERS, POINT-TO-POINT SHUTTLE SERVICESS, HOTEL RESERVATIONS, TRAVEL INSURANCE AND CAR HIRE FOR A PERIOD OF TWELVE (12) MONTHS –TIME-BASED FROM 01 APRIL 2023 TO 30 MARCH 2024				
1.		1	Rate		
2.		1	Rate		
3.		1	Rate		
4.	Air travel Domestic economy Class	1	Rate		
5.	Car rental domestic	1	Rate		
6.	Car rental International	1	Rate		
7.	Transfer/Shuttle Services - International	1	Rate		
8.	Transfer/Shuttle Services - Domestic	1	Rate		
9.	Accommodation International	1	Rate		
10	Flight Insurance for passenger	1	Rate		

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11	Cancelation fee	1	Rate	
12	Change of bookings	1	Rate	
11.	Other (Specify)	1	Rate	
12.	Other (Specify)	1	Rate	
13.	Other (Specify)	1	Rate	
14.	Other (Specify)	1	Rate	
15.	Other (Specify)	1	Rate	
16.	Other (Specify)	1	Rate	
		•	Subtotal	
			VAT @ %	
			Total	

<sup>\*</sup> Columns A, B, C and D to be completed by Public Entity.

## Priced Activity Schedule Authorised By:

Name:			Signature:	
Position:			Date:	
Authorised for a	nd on behalf of:	Compa	ny	

# SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: NCS/RB/11-01/22/23

Bidders should complete columns D with the specification and performance of the Services 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> *	<b>B</b> *	C	D	YES	NO
1	To provide a full range of travel agency services on the basis of the most convenient trip (shortest schedule route possible in terms of the time schedule from departure to destination and return) at the lowest possible price.				
2	Provide advice on the most suitable travel option for trips to be undertaken and where applicable, to explain the best available options.				
3	Provide a safe and risk-free travelling experience possible.				
4	The travel agency will be required to provide comprehensive itineraries to National Council for both domestic and international routes.				
5	The Service provider must be able to reserve and issue tickets on all airlines and road travels, as requested, at the best lowest possible price (combining the most direct and least expensive				

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non- Compliance/ Deviation (if applicable)		
A*	B*	C	D	YES	NO
	routes to achieve cost effectiveness).				
6	The service provider will be required to arrange for accommodation, on an ad hoc basis, for travelling.				
7	Where transfer/shuttle services to the place of destination is required, the most advantageous transfer/shuttle services company operating in the area should be selected.				
8	Where car rental to the place of destination is required, it should be ensured through the issuing of vouchers with the most advantageous car rental company operating in the area.				
9	Inform and ensure that travellers are fully aware of all the restrictions and conditions that may be applicable to their visas.				
10	On request, arrange for exchange of foreign currencies on behalf of travellers.				
11	Bookings for services which will result in 100% cancellation fees, is discouraged. Travel agency should be able to inform the National Council in writing about credit note available to National Council.				

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non- Compliance/ Deviation (if applicable)		
$A^*$	<i>B</i> *	C	D	YES	NO
12	Penalties regarding any additional charges attributed to a fault of the Travel Agency will not be charged at the cost of National Council.				
13	The service provider must ensure that personal data obtained during the provision of the services are kept confidential and protected.				
14	The Travel Agency should be available for 24/7.				
15	The service provider will be required to provide 3 quotes, where applicable. National Council will select the most appropriate service provider/quote and notify the agent accordingly. All quotations must be inclusive of the agent's commission.				
16	Bidders must submit references where similar contracts were undertaken during the last five (5) years.				
17	Bidders must submit a comprehensive CV with a minimum of five (5) years relevant experience in booking of shuttles, administering of passports, travel insurance and all other services related to travel agencies.				

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non- Compliance/ Deviation (if applicable)		
$A^*$	<b>B</b> *	C	D	YES	NO
18	Bidders must a company profile indicating at least the following: the nature of the business, company address and contact, ownership and shareholders and size of company.				
19	The travel agency will be required to ensure that travellers are fully aware of any travel overlays well in advance.				
20	The ticket quotation should clearly mention the following:  Price quoted with reference to the final date of issue (option date);  Itinerary (detailed full flight schedules, agency contacts and reference numbers, hotel reservation details flight seat allocations, visa and health requirements and car hire arrangements);  Ticket class – economy and business class.  Baggage allowable limit per kilogram for business and economy class.  Information on ticket flexibility and related costs regarding possible changes or cancellation; A detailed breakdown of			·	

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Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non- Compliance/ Deviation (if applicable)		
A*	B*	C	D	YES	NO
	cost, airlines fees, transaction fee etc).				

<sup>\*</sup> Columns A and B to be completed by Public Entity.

## Specifications and Performance Standard Compliance Sheet Authorised By:

Name:		Signature	:
Position:		Date:	
Authorised for and on behalf of:	Compa	iny	

# 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 Goods - Ref. G/RB/11-01/2018 on the website of the National Council www.parliament,na except where modified by the Special Conditions below.

## **SECTION VII: SPECIAL CONDITIONS OF CONTRACT**

Subject and GCC clause reference	Special Conditions		
Purchaser GCC 1.1 (h)	The purchaser is: Parliament- National Council		
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is Parliament- National Council, Parliament Building, 14 Love Street, Windhoek		
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: Ms Jacqueline Steyn Head of Procurement Management Unit, Parliament- National Council, Private Bag 13371, Windhoek		
	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: The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:		
	In the case of a dispute between the Purchaser and a Supplier who is a national of Namibia, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Namibia.		
Delivery and Documents GCC 13.1	The Goods are to be delivered within 10 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;		

Subject and GCC clause reference	Special Conditions		
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.		
Terms of Payment GCC 16.3	Payments shall be made not later than thirty days after submission of an invoice 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.		
Payment Method GCC 16.5	The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:		
	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.		
	An interest rate of $2\%$ is payable to the supplier by the purchaser for each month payment is delayed until payment has been made in full.		
Performance Security GCC 18.1	No performance security is required.		
Discharge of Performance Security GCC 18.4	The performance security will be discharged no later than: N/A		
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be: _N/A		
Insurance GCC 24	Where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation. N/A		
Subject and GCC clause reference	Special Conditions		
Transportation GCC 25	The Goods shall be delivered: in accordance with the incoterm 2010 CIF and CIP.		

Subject and GCC clause reference	Special Conditions	
Inspection and Tests GCC 26.	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services. After installation the supplier will hand over the goods to the purchase and explain all related warranties	
Liquidated Damages GCC 27.1	Liquidated damages for the whole contract is 2% of the final contract per week. The maximum amount of liquidated damages for the whole contract is 8 % of the final contract price.	
Warranty GCC 28.3	For item 1, the minimum period of warranty/shelf life shall be one year For item 2, the minimum period of warranty/shelf life shall be one year	
Repair and replacement GCC 28.5	The period for repair and replacement of defects shall be: 30 days	

## 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:

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

a+b+c = 1

in which:

P<sub>1</sub> = 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 =	N\$
h=	N\$

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c=	N\$

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 = .....number of 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 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<sub>0</sub> 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 3**

## **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.: NCS/RB/11-01/22/23

Description	Attached	Not Attached
Duly completed <i>Quotation Letter</i>		
Duly completed List of Goods and Price Schedule		
Duly completed Specification and Compliance Sheet		
Duly completed Bid Securing Declaration.		
Valid certified copy of the full <i>company Registration</i> document clearing indicating ownership		
Valid original or certified copy of <b>good Standing Tax</b> Certificate as certified by the Commissioner of Oath.		
Valid original or certified copy of Standing <i>Social Security Certificate</i> as certified by the Commissioner of Oath.		
Valid certified copy of <i>Affirmative Action Compliance Certificate</i> as certified by the Commissioner of Oath.		
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 the General conditions of Contract if it is awarded the contract or part thereof.		
Proof of Namibian bank account (in the case of Joint Ventures, where a joint venture account is not yet opened, proof by one of the joint venture partner).		
Company profile, including company experience in the provision of travel and accommodation services, with customers' reference details. The experience required to be demonstrated by the Bidder is a minimum of five (5) years for the provision of international and domestic travel and accommodation services.		
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 General conditions of	
Contract if it is awarded the contract or part thereof;	

**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.

where applicable and that it will abide to General conditions of Contract if it is awarded the contract or part thereof;	
Submit certified identity copies of the shareholders NOT for	
Company Directors;	

**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.