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OFFICE OF THE SECRETARY

**Request for Sealed Quotations  
For Goods**

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**SUPPLY AND DELIVERY OF CARTRIDGES FOR THE INSTITUTION**

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**Procurement Reference No: G/RFQ/ 11-49/23/24**

<b>Bidder's Name:</b>	
<b>Contact Details:</b>	<b>Tel:</b>
	<b>Email</b>
<b>Total quote amount including vat:</b>	<b>N\$</b>

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

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**NATIONAL COUNCIL**

**OFFICE OF THE SECRETARY**

**Letter of Invitation**

**The Prospective Bidder**

**12 February 2024**

**Procurement Reference Number: G/RFQ/ 11-49/23/24**

Dear Sirs/Madam

**SUPPLY AND DELIVERY OF CARTRIDGES FOR THE INSTITUTION**

The Parliament -National Council invites you to submit your best quote 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 Mr V. Awala at Tel No 061 202 8200, Cell No 081 158 4014, [v.auala@parliament.na](mailto:v.auala@parliament.na), 1st floor Room 1.3.

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

Yours faithfully,



12-02-2024

Ms. J. Steyn

Head of Procurement Management Unit

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# 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 item, or
- (b) to accept or reject any quotation; and
- (c) to cancel the quotation process and reject all quotations at any time prior to contract award.

## 2. Preparation of Quotations

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

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration
- (b) the List of Goods and Price Schedule 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 Request for Sealed Quotations document, including the Special Conditions of Contract in Section VII, before preparing your quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

## 3. Validity of Quotations

The Quotation validity period shall be **One Hundred and Eighty (180) working** 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** have an original valid good standing of company Registration certificate specifying shareholders or Certified copy by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No 16 of 1963) . The company registration document should clearly indicate ownership;
- (b) have an original valid good Standing Tax Certificate have an original **Good Standing Tax Certificate** or Certified copy by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No 16 of 1963). Certificate must be valid as at the date of bid submission;
- (c) have an original valid **Good Standing Social Security Certificate/** Certified copy by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No 16 of 1963). A printout of valid electronic or online document issued in terms of the Electronic Transaction Act, 2019 (Act No 4 of 2019), subject to the authentication or validation of such printout by a public entity

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during the bid evaluation process, in accordance with authentication or validation guidelines of the issuing authority. Certificate must be valid as at the date of bid submission.

- (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. Certificate should be valid as at date of bid submission;
- (e) have a certificate indicating SME Status (for Bids reserved for SMEs);
- (f) Submit a completed and signed Bid-securing Declaration on page 7.
- (g) 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; on page 8;
- (h) Complete the Company Shareholding Information form on page 10.
- (i) The bidder must submit a detailed quotation on its company letter head with the bank details clearly visible on the quote in addition to Section III List of Goods and Price Schedule.
- (j) Principle business should be in line with the nature of service required.
- (k) At least one (1) reference letter or proof of Purchase Order with delivery note for the supply and delivery of cartridges.
- (l) Please take note that this procurement is subject to the Code of Good Practice and exclusive preference shall be given to bidders:
  - a) Who qualifies as a Namibian bidder in terms of section 71(3) of the Act;
  - b) Demonstrates that the bidder meets the local content and
  - c) Meets any or more of the criteria specified in paragraph 13 (Margin of Preference) of the bidding document
- (m) Each page of the bid document must be signed (where applicable) and initialled by such person (s) legally authorised to sign on behalf of the company. The bidder must submit a complete bidding document as issued (incomplete bidding documents will not be considered).
- (n) Submit certified identity copies of the shareholders **NOT for Company Directors (certification should not be older than six (6) months)**.
- (o) A bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date and the deadline for the submission or thereafter, shall be disqualified;

**5. Bid Securing Declaration**

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

**6. Delivery**

Delivery shall be **fifteen (15) working days** after acceptance/issue of Purchase Order. Deviation in delivery period shall be considered if such deviation is reasonable.

6.1. The following tests and inspections will be conducted on the goods at delivery:

- Check if the items meet the specifications.
- Check if the quantity/ quality correspond with the specifications.

**7. Sealing and Marking of Quotations**

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the National Council 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 **Ground floor** not later than **Wednesday, the 21 February 2024 at 10H00**. Quotations by post or hand delivered should reach **National Council** by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

**9. Opening of Quotations**

Quotations will be opened internally by the National Council 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 National Council and available to any bidder on request within three working days of the Opening.

**10. Evaluation of Quotations**

The National Council 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**

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

The Specifications, 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.

**12. Prices and Currency of Payment**

Prices shall be fixed in Namibian Dollars.

### 13. Margin of Preference

13.1. The applicable margins of preference applicable for Exclusive Preference to Local Suppliers and their application methodology are as follows:

$$A = \frac{\text{Margin of Preference} \times \text{Bid Price}}{100}$$

**Please Note: A total margin of preference scored by a bidder will be deducted from the bid/quote price of the bidder for evaluation purposes only.**

13.2. Bidders applying for the Margin of Preference shall submit, evidence of:

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 certificate -declaration indicating the percentage of Namibian PDPs ownership
Supplier promoting Environmental protection	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 citizens.
<b>TOTAL</b>	<b>10%</b>	

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**14. Award of Contract**

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

**15. Performance Security**

Not applicable

**16. Notification of Award and Debriefing**

The National Council 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 National Council 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.]*

Quotation addressed to:	National Council
Procurement Reference Number:	G/RFQ/ 11-49/23/24
Subject matter of Procurement:	Supply and delivery of cartridges for the Institution

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 Request for Quotations referenced above.

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

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

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

The validity period of the Quotation is \_\_\_\_\_ days *[insert number of days]* from the date of the bid submission deadline.

We confirm that the prices quoted 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 quotation validity.

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

### Quotation Authorised by:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:	Position:	Signature:	
Date	Phone No./Fax		

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Appendix to Quotation Letter

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

Date: .....

Procurement Ref No.: G/RFQ/ 11-49/23/24

To: National Council  
Private Bag 13371  
WINDHOEK

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*

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**Republic Of Namibia**

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

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

**1. EMPLOYERS DETAILS**

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

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**2. PROCUREMENT DETAILS**

Procurement Reference No.:.....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

Location where work will be done, good/services will be delivered: .....

.....

**3. UNDERTAKING**

I ..... *[insert full name]*, owner/representative

of .....*[insert full name of company]*

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

- 1. *A labour inspector may conduct unannounced inspections to assess the level of compliance*
- 2. *This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

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**COMPANY SHAREHOLDING INFORMATION FORM**

**PROCUREMENT REFERENCE NUMBER: G/RFQ/ 11-49/23/24**

List all the person who are **OWNERS, PARTNERS, SOLE PROPRIETORS, TRUSTEES, AND BENEFICIARIES** (whichever is/are applicable) in the business/trust, who are involved in the management thereof and who exercise control over the business/trust commensurate with their degree of ownership/interest

NAME OF SHOREHOLDER	NAMIBIAN YES/NO	PREVIOUSLY DISADVANTAG ED NAMIBIAN	NON- NAMIBIAN CITIZEN(Y ES/NO)IF NOT NAMIBIAN , (YES/NO)	FULL TIME EMPLOY ED BY THE BIDDER (YES/NO)	PERCENTA GE SHARES OWNED BY WOMAN AND YOUTH	PERCENTAG E SHARES
						<b>TOTAL = 100%</b>

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### SECTION III: LIST OF GOODS AND PRICE SCHEDULE

#### QUOTATION FOR: SUPPLY AND DELIVERY OF CARTRIGES FOR THE INSTITUTION

Procurement Ref No. **G/RFQ/ 11-49/23/24**

INSTRUCTIONS TO THE PUBLIC ENTITY		INSTRUCTIONS TO BIDDERS								
At time of preparation of the RFQ, Columns A to D shall be filled in by the Public Entity. [To be filled by the Public Entity]		Bidders shall fill-in columns E - I and fill the total								
A	B	C	D	E	F	G	H	I		
Item no.	Description of Goods	Quantity required	Unit of measurements	*	Price per unit NAD <sup>1</sup>	Total price without VAT NAD	VAT: NAD	Delivery (days working days)	Preferred brands	Country of Origin
1.	Cartridge CF401A	2								
2.	Cartridge CF402A	4								
3	Kyocera TK5230K	6								
4	Kyocera TK5230Y	3								
5	Kyocera TK5230M	2								
6	Kyocera TK5230C	2								
7	Cartridge W2210A	3								
8	Cartridge W2211A	3								
9	Cartridge W2212A	3								
10	Cartridge W2213A	4								
11	Kyocera TK5270C	1								
12	Kyocera TK5270M	1								
13	Kyocera TK5270Y	1								
14	Canon 725	2								
15	Cartridges CB542A	3								
16	Cartridges CB543A	3								
17	Cartridges CB540A	3								
18	Cartridges CB541A	3								
19	Cartridge CF230A	3								

E= mark with a \*if an equivalent is quoted  
 F= Rate per unit  
 G=Total price for one item ( C x F)  
 • 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

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					TOTAL exc vat						
					VAT						
					TOTAL INCL.VAT						
					TOTAL						
NAME:				POSITION:	SIGNATURE						DATE
NAME OF BIDDER:				ADDRESS:							

1. If Price quoted is subject to change in rate of exchange at the time of delivery of goods provide details hereunder:  
Currency : ..... Exchange Rate: .....

If no base rate of exchange is given, the price shall be treated as firm in Namibian Dollars for all intent and purpose.

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

**NOTE : BIDDERS MUST ATTACH A DETAILED QUOTATION ON THE COMPANY LETTER HEAD IN ADDITION TO THE PRICE SCHEDULE**

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## SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

**The RFQ document, General Conditions of the Contract, specifications and bidders submitted documents, Purchase Order shall constitute the performance contract.**

The National Council reserves the right:

- Increase and/or decrease the required quantities at the same unit cost;
- Initiate necessary action against defaulting suppliers and contractors;
- Not permit a bidder or supplier to receive a procurement award / contract on grounds of outstanding delivery default (failure by a bidder or supplier, for any reason not excused by the applicable provisions of the award/contract deliver;
- Terminate if the supplier fails to delivery within the prescribed timelines.

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **G/RFQ/ 11-49/23/24**

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1	Cartridge CF401A		
2	Cartridge CF402A		
3	Kyocera TK5230K		
4	Kyocera TK5230Y		
5	Kyocera TK5230M		
6	Kyocera TK5230C		
7	Cartridge W2210A		
8	Cartridge W2211A		
9	Cartridge W2212A		

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10	Cartridge W2213A		
11	Kyocera TK5270C		
12	Kyocera TK5270M		
13	Kyocera TK5270Y		
14	Canon 725		
15	Cartridges CB542A		
16	Cartridges CB543A		
17	Cartridges CB540A		
18	Cartridges CB541A		
19	Cartridge CF230A		

*[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.]*

*\* 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	

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## 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. **G/RFQ-GCC** on the website of the National Council ([www.parliament.na](http://www.parliament.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 Goods except where modified by the Special Conditions below.

## SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **G/RFQ/ 11-49/23/24**

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

Subject and GCC clause reference	Special Conditions
<b>Purchaser GCC 1.1(h)</b>	The purchaser is: <b>National Council</b>
<b>Site GCC 1.1(m)</b>	The Site/final destination for delivery of the Goods is <b>National Council Parliament Building, 14 Love Street, Windhoek</b>
<b>Incoterms Edition GCC 4.2(b)</b>	Incoterms shall be governed by the rules prescribed in Incoterms 2010.

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Subject and GCC clause reference	Special Conditions
<p><b>Notices</b> <b>GCC 8.1</b></p>	<p>Any notice shall be sent to the following addresses:</p> <p><b>The Accounting Officer</b> <b>National Council</b> <b>Private Bag 13371</b> <b>WINDHOEK</b></p> <p>For the Supplier, the address and contact name shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p><b>Disputes</b> <b>GCC 10.2</b></p>	<p>The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:</p>
<p><b>Delivery and Documents</b> <b>GCC 13.1</b></p>	<p>The Goods are to be delivered within <b>fifteen (15)</b> working days from the date of Purchase Order or Letter of Acceptance.</p> <p>The documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> <li>(a) signed delivery note;</li> <li>(b) signed purchase order</li> <li>(c) invoice</li> </ul>
<p><b>Price Adjustment</b> <b>GCC 15.1</b></p>	<p>The price charge for the Goods supplied and the related Services performed <b>shall not</b> be adjustable.</p>
<p><b>Terms of Payment</b> <b>GCC 16.1</b></p>	<p>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</p>
<p><b>Terms of Payment</b> <b>GCC 16.3</b></p>	<p>Payments shall be made not later than <b>thirty (30)</b> days after submission of an invoice and its certification by the Purchaser.</p>
<p><b>Terms of Payment</b> <b>GCC 16.4 (a)</b></p>	<p>The price <b>shall not be</b> adjustable to the fluctuation in the rate of exchange.</p>

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Subject and GCC clause reference	Special Conditions
<b>Payment Period</b> <b>GCC 16.5</b>	The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:  i) <b>On Acceptance:</b> The Contract Price of goods received shall be paid no later than <b>thirty (30) days</b> 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.
<b>Performance Security</b> <b>GCC 18.1</b>	No performance security is required
<b>Discharge of Performance Security</b> <b>GCC 18.4</b>	No performance security is required
<b>Packing</b> <b>GCC 23.2</b>	The packing, marking and documentation within and outside the packages shall be: according to the manufacturers instruction
<b>Insurance</b> <b>GCC 24.1</b>	The insurance coverage shall be Carriage and Insurance Paid (CIP) as specified in the incoterms 2010
<b>Transportation</b> <b>GCC 25</b>	The Goods shall be delivered: Delivery Duty Paid (DDP) as specified in the incoterms 2010
<b>Inspection and Test</b> <b>GCC 26.1</b>	The inspection and tests shall be: <ul style="list-style-type: none"> <li>- Inspection of delivery documents (Delivery note and invoice)</li> <li>- Inspection on whether the items meet the specifications</li> <li>- Inspection of the content/quantity/quality of items against the delivery note and invoice</li> </ul>
<b>Location of Inspection and Tests</b> <b>GCC 26.2</b>	The inspections and tests shall be conducted at: <b>National Council Parliament Building, 14 Love Street, Windhoek</b>
<b>Liquidated Damages</b> <b>GCC 27.1</b>	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.

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Subject and GCC clause reference	Special Conditions
<b>Warranty</b> <b>GCC 28.3</b>	The period of validity of the warranty shall be: <i>[insert number]</i> day(s)  For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <i>[insert names(s) of location(s)]</i>  <b>National Council Parliament Building, 14 Love Street, Windhoek</b>
<b>Repair and Replacement</b> <b>GCC 28.5</b>	The period for repair or replacement shall be: 10 working day(s)

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**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:

- $a = [insert\ value\ of\ coefficient]$
- $b = [insert\ value\ of\ coefficient]$
- $c = [insert\ value\ of\ coefficient]$

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 =  $[insert\ number\ of\ weeks]$  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

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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  $P_0$  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.

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**SCHEDULE 2**

**COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT**

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

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

**NB! The cost structure should be certified by a Certified Accountant**

Initials.....

**SCHEDULE 3****QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.:** G/RFQ/ 11-49/23/24

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Duly completed Quotation Letter		
Duly completed List of Goods and Price Schedule		
Duly completed Specification and Compliance Sheet		
Evidences for conformity of Goods		
Have a valid company Registration Certificate have an original valid good standing of company Registration certificate specifying shareholders or Certified copy by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No 16 of 1963) clear indicate ownership;		
Have an original valid good Standing Tax Certificate have an original good Standing Tax Certificate or Certified copy by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No 16 of 1963) certificate must be valid as at the date of bid submission;		
have an original valid good standing Social Security Certificate		
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;		
have a certificate indicating SME Status (for Bids reserved for SMEs);		
Submit a completed and signed Bid-securing Declaration.		
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;		
Complete the Company Shareholding Information form		
The bidder must submit a detailed quotation on its company letter head clearly stating the banking details on it, in addition to Section III List of Goods and Price Schedule.		
One (1) reference letter or proof of purchase order with delivery note for the supply and delivery of still mineral water		

Initials.....



**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.*