



P.O. BOX 5096, AUSSPANPLATZ • TEL. (264 61) 379500 • FAX (264 61) 22 53 71

Issue Date: 15th April 2024

Supply and delivery of 17 X laptops

Exclusive Preference

Procurement Reference No: *G/RFQ/NAB-004/2024/25*

Closing date: 17th May 2024 @10H00 AM

Bidder:

Contact No:

Email Address:

Postal Address:

Physical Address:

Bidding amount (Incl. VAT) + Contingency

Namibian Agronomic Board
First Floor, Agricultural Boards Building,
No 30, David Meroro Road, Windhoek
Tel: (+264) 61379500



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Letter of Invitation

To All bidders

G/RFQ/NAB-004/2024/25

15th April 2024

Dear Sirs,

Request for quotation for supply and delivery of 17x Laptops

The NAB 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 *pmu@nab.com.na*.

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

Yours faithfully,

Severin Shilongo

Secretary: Procurement Committee

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The NAB 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 180 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) have a certificate indicating SME Status (for Bids reserved for SMEs);
- (f) Submit signed Bid-securing Declaration.
- (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; and;
- (h) Initials all pages of the bid document
- (i) Attach manufacture authorisation letter

5. Bid Security/Bid Securing Declaration

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

Delivery

Delivery shall be *30 days after* acceptance/issue of Purchase Order. Deviation in delivery period *shall be considered if such deviation is reasonable*.

The following tests and inspections will be conducted on the goods at delivery: Compliance to specifications

6. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Entity with the Bidder's name and contact information at the back of the envelope.

7. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at the NAB's reception, Agricultural Boards Building, No 30 David Meroro road ¹, not later than *17 May 2024 @ 10:00 AM*. Quotations by post or hand delivered should reach NAB head office, Agricultural boards building, No 30 David Meroro Road by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

8. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in instruction 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing Declaration, will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

9. Evaluation of Quotations

The Public Entity shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of price or ownership cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

10. 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 Public Entity'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.

11. Prices and Currency of Payment

¹ Insert number of fax machine secured for quotations not to be disclosed before the set date and time.

[Public Entity to customise this clause as appropriate. Public Entity may allow for prices to be adjustable to change in rates of exchange of currency, price variation etc. depending on the behaviour of the market in respect of the specific goods items being procured.]

Prices shall be fixed in Namibian Dollars.

12. Margin of Preference

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

| Categories of bidders | Criteria |
|--|---|
| Micro, Small and Medium Enterprise (MSME) | A bidder whose minimum equity is 51% owned by Namibians |
| Women owned enterprise | A bidder who is a woman or whose minimum equity is 51% owned by Namibia women |
| Youth owned enterprise | A bidder who is a youth or whose minimum equity is 51% owned by Namibian youth. Age 16-35 years as defined in the NYC Act, 2009. |
| Previously Disadvantaged Person owned enterprise (PDP) | A bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs as contemplated in Article 23(2) and (3) of the Namibian Constitution |
| Bidder providing employment to Namibians | A bidder who employs 50% or more Namibian citizens |

12.2. Bidders applying for the Margin of Preference shall submit, **documentary**, evidence of:

| Categories of bidders | Margin of preference | Criteria |
|--|----------------------|---|
| Micro, Small and Medium Enterprise (MSME) | 1% | <ul style="list-style-type: none"> - SME registration certificate - Declaration from bidder indicating the percentage of Namibian MSME ownership. |
| Women owned enterprise | 1% | <ul style="list-style-type: none"> - IDs of all shareholders - Founding statement/ company registration indicating ownership structure/shareholder certificate - Declaration from bidder indicating the percentage of Namibian female ownership. |
| Youth owned enterprise | 2% | <ul style="list-style-type: none"> - IDs of all shareholders - Founding statement/ company registration indicating ownership structure/shareholder certificate - Declaration from bidder indicating the percentage of Namibian youth ownership. |
| Previously Disadvantaged Person owned enterprise (PDP) | 2% | <ul style="list-style-type: none"> - IDs of all shareholders - Founding statement/ company registration indicating ownership structure/shareholder certificate - Declaration from bidder indicating the |

| | | |
|--|-----------|--|
| | | percentage of Namibian PDPs ownership. |
| Bidder providing employment to Namibians | 1% | - Bidder declaration that bidder will employ 50% or more Namibian citizens for this bid. |
| Total | 7% | |

Bidders applying to be evaluated for margin of preference must submit a pack of the required documents clearly marked “Margin of preference”.

If a bidder qualifies for margin of preference on more than one basis, all such margins of preference will be granted to the bidder and, when considering the bid, the bid price will be reduced with the amount determined in accordance with the formula below:

$$A = MP \times BP / 100$$

In which formula:

“A” represent the amount to be determined;

“MP” represents the total percentage of all margins of preference granted in respect to the bid;

“BP” represents the bid price

13. 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.

14. Performance Security : NA

15. 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: QUOTATION LETTER

| | |
|--------------------------------|-------------------------------------|
| Quotation addressed to: | Namibian Agronomic Board |
| Procurement Reference Number: | G/RFQ/NAB-004/2024/25 |
| Subject matter of Procurement: | Supply and delivery of 17 x laptops |

We offer to supply the items listed in the attached List of Goods and Price Schedule as per the defined specifications, 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 *disqualification on the grounds mentioned in the BD*.

The validity period of the Quotation is 90 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 shall be within 30 days upon issuance of the award letter/Purchase order.

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 | |

BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1)(b) and 37(5))

Date:[Day/month/year].....

Procurement Ref No.:

To: Namibian Agronomic Board

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**

Bid Security (Bank Guarantee)

.....[Bank's Name and Address of issuing Branch or Office]

Date:[Day/month/year].....

To:.....[Name and Address of Public Entity]

BID GUARANTEE No.:

We have been informed that[name of the Bidder]..... (hereinafter called "the Bidder") has submitted to you its bid dated(hereinafter called "the Bid") for the execution of[name of contract] under Invitation for Bids No.....[IFB number] ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the Bidder, we[name of Bank]..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of[amount in figures][.....amount in words.....] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (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 the bidder be the successful bidder; or**
- (d) **failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bid Validity.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before[Public Entity to insert date].....

.....[Bank's seal and authorized signature(s)].....



Republic Of Namibia

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 *[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 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 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 | | | | | |
| A | B | C | D | E | F | G | H | I | |
| Item no. | Description of Goods | Quantity required | Unit of measures | * | Price per unit NAD ¹ | Total price without VAT NAD | VAT: NAD | Delivery weeks) (days/month | Country of Origin |
| 1 | Monitor (27" Wide Flat-Panel display, with HDMI, DVI port) | 8 | | | | | | | |
| 2 | Laptop Vostro 5410: 13th Gen Intel Core i5-11300H (8M Cache, up to 4.4 GHz), 14.0" FHD (1920x1080) Anti-Glare Narrow Border Display 300nits, 16GB (2x8GB) 3200MHz DDR4, 512GB M.2 PCIe NVMe SSD, Intel Iris Xe Graphics with shared graphics memory, No optical drive , Intel Wi-Fi 6 2x2 (Gig+) & Bluetooth, English International Backlit Keyboard, Windows 11 Professional, 3Yr ProSupport | 17 | | | | | | | |
| 5. | Targus intellect 15.6 laptop carry bag (Backpack) black | 17 | | | | | | | |
| 6. | Logitech wireless mouse | 17 | | | | | | | |
| 7 | Logitech wireless keyboard | 8 | | | | | | | |
| | | | | | | | | | |
| | | | | | 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

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

[the Public Entity shall use this section to specify its Technical Requirements for the goods items, Inspection and examination, and the scope of Related Services, as applicable.]

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 of Specification Offered | Details of Non-Compliance/ Deviation (if applicable) |
|---------|--|-------------------------------------|--|
| A* | B* | C | D |
| | Laptop Vostro 5410: 13th Gen Intel Core i5-11300H (8M Cache, up to 4.4 GHz), 14.0" FHD (1920x1080) Anti-Glare Narrow Border Display 300nits, 16GB (2x8GB) 3200MHz DDR4, 512GB M.2 PCIe NVMe SSD, Intel Iris Xe Graphics with shared graphics memory, No optical drive , Intel Wi-Fi 6 2x2 (Gig+) & Bluetooth, English International Backlit Keyboard, Windows 11 Professional, 3Yr ProSupport | | |
| | Monitor (27" Wide Flat-Panel display, with HDMI, DVI port) | | |
| | Targus intellect 15.6 laptop carry bag (Backpack) black | | |
| | Logitech wireless mouse | | |
| | Logitech wireless keyboard | | |

** 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: 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 Public Entity (*insert website address*) 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: _____

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: Namibian Agronomic Board |
| Site GCC 1.1(m) | The Site/final destination for delivery of the Goods is NAB head office, Agri Cultural boards building, No 30 David Meroro road |
| Incoterms Edition GCC 4.2(b) | Incoterms shall be governed by the rules prescribed in Incoterms 2010. |

| Subject and GCC clause reference | Special Conditions |
|--|--|
| Notices GCC 8.1 | Any notice shall be sent to the following addresses: For the NAB the address and the contact name shall be: Namibian Agronomic Board, Agricultural Boards Building, No 30 David Meroro Road, Windhoek For the Supplier, the address and contact name shall be: _____ |
| Disputes GCC 10.2 | The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: _____ |
| Delivery and Documents GCC 13.1 | The Goods are to be delivered within 30 days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note; |
| Price Adjustment GCC 15.1 | The price charge for the Goods supplied and the related Services performed <i>[insert “shall” or “shall not” as appropriate]</i> be adjustable. If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used |
| 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 (a) | The price <i>“shall not be”</i> adjustable to the fluctuation in the rate of exchange. |

| Subject and GCC clause reference | Special Conditions |
|---|---|
| Payment Period 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>ii) An interest rate of <i>[insert percentage]</i> 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 | <p>(i) No performance security is required*or</p> <p>(ii) A performance security in the form of a bank guarantee representing <i>[insert percentage from the following range: 10-15%]</i> of the final contract price shall be required.*</p> <p>* Delete as appropriate</p> |
| Discharge of Performance Security GCC 18.4 | <p>The performance security will be discharged and returned to the supplier not later than <i>[insert number of days]</i> following completion date.</p> |
| Packing GCC 23.2 | <p>The packing, marking and documentation within and outside the packages shall be: _____</p> |
| Insurance GCC 24.1 | <p><i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]</i></p> |
| Transportation GCC 25 | <p>The Goods shall be delivered: <i>[Incoterm for transportation]</i>.</p> |
| Inspection and Test GCC 26.1 | <p>The inspection and tests shall be: <i>compliance inspection</i></p> |
| Location of Inspection and Tests GCC 26.2 | <p>The inspections and tests shall be conducted at: <i>NAB head office, Agricultural boards building, No 30 David Meroro Road</i></p> |
| Liquidated Damages GCC 27.1 | <p>N/A</p> |

| Subject and GCC clause reference | Special Conditions |
|--|--|
| Warranty GCC 28.3 | <p>The period of validity of the warranty shall be: <i>365 days</i> day(s)</p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <i>[insert names(s) of location(s)]</i></p> <p>For item 1, the minimum period of warranty/shelf life shall be ____</p> <p>For item 2, the minimum period of warranty/shelf life shall be ____</p> <p>For item 3, the minimum period of warranty/shelf life shall be ____</p> |
| Repair and Replacement GCC 28.5 | <p>The period for repair or replacement shall be: <i>[insert number]</i> day(s)</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.

Section VII Special Conditions of Contract 18

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 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.

[This form is to be deleted if Performance Security is not applicable.]

SCHEDULE 1

PERFORMANCE SECURITY (BANK GUARANTEE)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

Procurement Ref No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

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

Performance Guarantee No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of goods and related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,² and any demand for payment under it must be received by us at this office on or before that date.

[signatures of authorized representatives of the bank and the Supplier]

² Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 28.3 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

SCHEDULE 2**COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT**

| <u>COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT</u> | | |
|--|------------|------------|
| | N\$ | N\$ |
| 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 | | |

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

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

SCHEDULE 3**QUOTATION 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.:

| Description | Attached | Not Attached |
|--|-----------------|---------------------|
| Quotation Letter | | |
| List of Goods and Price Schedule | | |
| Specification and Compliance Sheet | | |
| Bid Security / Bid Securing Declaration | | |
| Evidences for conformity of Goods | | |
| <i>[Public Entity to insert any other]</i> | | |

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.*

EVALUATION CRITERIA**STEP 1**

| # | DESCRIPTION |
|---|--|
| 1 | Attach certified copy of company Registration documents/certificate and certified copies of identification document of directors/shareholders; |
| 2 | Attach original/certified copy of valid good Standing Tax Certificate form NAMRA |
| 3 | Attach original /certified copy of valid good Standing Social Security Certificate; |
| 4 | Attach 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; |
| 5 | Submit signed Bid-securing Declaration (duly completed, signed and stamped) |
| 6 | 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 (duly completed, signed and stamped) |
| 7 | Attach manufacturer authorisation letter |
| 8 | All pages of the bid document must be initialled and bid document should be duly completed |

All the above warrant disqualification: failure to submit any of the requested compulsory documentation will result in disqualification and exclusion of the bid from further evaluation and comparison.

STEP 2: TECHNICAL EVALUATION (100 points)

Bidders must score the maximum of 100 points to be considered substantially responsive

| CRITERIA | QUALIFYING | POINTS | MAXIMUM |
|------------------------------|---|--------|---------|
| Compliance to specifications | Compliance to specifications as per specification compliance sheet on page 13 of the bid document | 70 | 100 |

| | | | |
|------------|--|----|--|
| Experience | Submit a minimum of three (7) references by means of a completion certificate/references letters/testimonial of similar work done within the last 3 years, (completion certificate/reference letter/testimonial must indicate, contract value and description of work done, Certificates/reference letter/testimonial with the required missing information will not be considered for evaluation) | 30 | |
|------------|--|----|--|

STEP 3: FINANCIAL EVALUATION

| CRITERIA | QUALIFYING |
|--------------|--|
| Quoted price | Lowest evaluated economical and substantive responsive bid within budget estimates after applying marginal preference to qualifying bidders as set out in section 13 |