



**PROCUREMENT MANAGEMENT UNIT**  
For the  
**Oranjemund Town Council**

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✉ P.O Box 178 – Corner of 8<sup>th</sup> Avenue & 12<sup>th</sup> Street, Oranjemund, NAMIBIA – Tel: (+264) 63 233 500  
Fax: (+264) 63 233 501 – E-mail: [procurement@ormdtc.com.na](mailto:procurement@ormdtc.com.na) – Website: [www.oranjemund-tc.com](http://www.oranjemund-tc.com)

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**B I D D I N G   D O C U M E N T S**

Issued on: **01 /06/2023**

**For**

**Supply and delivery of Emergency & Disaster Risk Management Services Personal Protective Equipment (PPE).**

Procurement Reference No: **G/RFQ/ORTC-12/2022/23**

Closing date & Time: **Friday, 9<sup>th</sup> June 2023 at 15h00**

**PARTICULARS OF BIDDER**

**Business Name:** .....

**Postal Address:** .....

**Telephone No:** .....

**Cell No.:** .....

**Fax No.:** .....

**Contact Person:** .....

**E-Mail Address:** .....

**Bid Price:** .....

**INFORMATION TO THE BIDDERS:**

Bidders shall enclose **One (1) Bidding document** with all necessary supporting documents in a single sealed envelope with the Procurement Reference Number **“G/RFQ/ORTC-12/2022/23”** The inner and outer of the envelope shall bear the Bidder’s name and address, to be deposited in the Bid Box at the Oranjemund Town Council, corner of 8<sup>th</sup> Avenue and 12<sup>th</sup> Street, on or before **Friday, 9<sup>th</sup> June 2023 at 15h00**.

Vincent Shikukwete

**Procurement Management Unit**



# Oranjemund Town Council

C/o 8th and 12th Avenue, Box 178, Oranjemund | Tel: +264 63 233 500 Fax: +264 63 233501

Enquiries: V.T. Shikukwete

Our Ref: 2/3/2

## Letter of Invitation

**G/RFQ/ORTC-04/2021**

**01 June 2023**

Dear Sir/Madam,

### **Supply and delivery of Emergency & Disaster Risk Management Services Personal Protective Equipment (PPE).**

The Oranjemund Town Council invites you to submit your best quote for the goods 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:

**Vincent Shikukwete**  
**Procurement Officer**  
**Oranjemund Town Council**  
**Email: [vincent.shikukwete@ormdtc.com.na](mailto:vincent.shikukwete@ormdtc.com.na)**  
**Tel: 063-233500**

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,

Vincent Shikukwete  
**Procurement Management unit**

## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Oranjemund Town Council

The 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 Security/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 **30** days from the date of submission deadline.

### 4. Eligibility Criteria

To be eligible to participate in this Bidding, you should attach originally certified copies:

- (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) Fitness Certificate from any Local Authority in Namibia

## 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.

## 6. Delivery

Delivery shall be **four (4) weeks** after acceptance of Purchase Order/appointment letter. **Deviation in delivery period shall be considered if such deviation is valid and acceptable.** Where deemed possible by the Client, proof of such deviation will be required. The following inspections/verification will be undertaken upon delivery and prior acceptance of all goods:

1. *Verification and testing (where possible) of all delivered items as per provided description(s) shall be done.*
2. *The **quality** of all delivered items will be **highly** considered as **poor quality** will **NOT** be accepted at bidder's cost.*

## 7. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Oranjemund Town 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 Oranjemund Town Council, C/O 8<sup>th</sup> & 12<sup>th</sup> Avenue, Oranjemund, Namibia not later than 9 June 2023 @ 14h00. Quotations by post or hand delivered should reach Oranjemund Town Council, C/O 8<sup>th</sup> & 12<sup>th</sup> Avenue, Oranjemund, Namibia by the same date and time at latest. Late quotations will be rejected.

## 9. Opening of Quotations

Quotations will be opened internally by the Oranjemund Town Council immediately after the closing date and 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 Oranjemund Town Council and available to any bidder on request within three working days of the Opening.

## 10. Evaluation of Quotations

The Oranjemund Town 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 the following, 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 Oranjemund Town Council's requirements. NB: non-compliance to this request may result in disqualification.

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

## **12. Prices and Currency of Payment**

Prices for the supply and delivery of Goods shall be fixed in Namibian Dollars as quoted. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs of delivering the goods and shall include duties. The whole cost of delivering all goods shall be included in the items stated and the cost of any incidental works shall be deemed to be included in the prices quoted.

Prices shall be fixed in Namibian Dollars.

## **13. Margin of Preference**

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

**Not Applicable**

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

**Not Applicable**

## **14. Award of Contract**

The Bidder having submitted the lowest evaluated responsive quotation and qualified to supply required services and goods shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

## **15. Notification of Award and Debriefing**

The Oranjemund Town Council shall, after award of contract, promptly inform all unsuccessful bidders in writing with 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 Oranjemund Town 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

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 authorization 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	Oranjemund Town Council
Procurement Reference Number:	<b>G/RFQ/ORTC-12/2022/23</b>
Subject matter of Procurement:	Supply and Delivery of Emergency & Disaster Risk Management Services Personal Protective Equipment (PPE) to Oranjemund Town Council.

We offer to supply and deliver services and goods listed in the attached List of Goods and Price Schedule **as per the defined specifications**, 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 **30** 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 period.

The delivery period offered from the date of issue of Purchaser Order 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		

**Appendix to Quotation Letter**

**BID SECURING DECLARATION**

**(Section 45 of Act)**

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

**Date:** .....

**Procurement Ref No: G/RFQ/ORTC-12/2022/23**

**To: Oranjemund Town Council**

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

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

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

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

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

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

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

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
insert date of signing

Corporate Seal (where appropriate)

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

*\*delete if not applicable / appropriate*



**Republic of Namibia**

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

**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.*



	COLOUR: Navy blue								
3.	NAVY ROUND NECK T-SHIRTS with rubberized Ems Logo on the chest on left side. MATERIAL: 100 % cotton COLOUR: Navy blue	Fourteen (14)	Medium: Six (6) Small: Four (6) Large: Two (2)						
4.	NAVY GOLF T-SHIRTS with rubberized Ems Logo on the chest on left side. MATERIAL: 100% cotton COLOUR: Navy blue	Fourteen (14)	Medium: Six (6) Small: Four (6) Large: Two (2)						
5.	NAVY T 57 240 GMS COMBAT SHIRTS Short Sleeve, shoulder straps, two breast pockets (19 cm top of shirt) permanent crease stitch front and back shoulders. Sewn on shoulder flashes. Ems Shield on the left. MATERIAL: 50% Polyester, 50% cotton COLOUR: Navy blue	Fourteen (14)	Medium: Six (6) Small: Four (6) Large: Two (2)						
6.	NAVY T 57 240 GMS COMBAT TROUSER WITH PLAIN BOTTOMS Double seat and double knee 60 mm belt loop to match with patch pocket on both legs, permanent crease stitch front and back.  MATERIAL: 50% Polyester, 50% cotton COLOUR: Navy blue	Fourteen (14)	<b>6X Size 32</b> <b>6 X size 34</b> <b>2 X size 36</b>						
7.	NAME TAGS Black iron on, with name rubberized with gold, 3 cm wide and Fire Emblem left side. 60 mm long and 20 mm wide (Pin up- Safety pin to be attached at Top)  MATERIAL: Metal plate with glass protection	Ten (10)	Standard						
8.	SHORT PADDED JACKET 80% Thermosoft insulation, synovial sleeve for extra movement. EMS Shiel on left breast (8 cm from top shirt) Double flip over zip, front patch bellows pockets with hand warmer compartment and larger inside pocket. COLOUR: Navy blue FABRIC: 50 % Poly/50 % cotton wear repellent poplin	Twelve (12)	Medium: Two (2) Small: Two (2) Large: Eight (8)						

9.	SOCKS SAGREN military ribbed (see attached picture) MATERIAL: Wool rich- Bi guard green stripe socks, 70% Pure wool and 30 % nylon COLOUR: BLACK	Sixteen (16) Pairs	One size fit all						
10.	BLACK CATERPILLAR Diagnostic HI WP 6" STEEL TOE BOOTS (see attached picture) COLOUR: Black	Five (5) Pairs	2 X Size: 8 2 X Size:7 1 X Size: 9						
11.	EPAULETS with gold embroidered Rank Marking for emergency officer. (See attached picture) COLOUR: Gold on black background MATERIAL: Rubberized	Two (2) Pairs	One size fit all						
12.	EPAULETS with silver markings for on black with Centre cord of 3 silver chevron stripes. Platoon Officer Rank (see attached picture) COLOUR: Silver on black background MATERIAL: Rubberized	Two (2) Pairs	One size fit all						
13.	EPAULETS with silver markings for on black with Centre cord of 1 silver chevron stripes. Firefighter Rank (see attached picture) COLOUR: Silver on black background MATERIAL: Rubberized	Six (6) Pairs	One size fit all						
14.	POCKET LEATHERMAN with belt-attaching casing (see attached picture)	Eight (8)	Standard						
15.	BLACK GEORGETTE PATCHES: Emergency officer Georgette patch of black with Centre cord of 1 oak leave rubberized in gold with clutch pins (see attached picture) COLOUR; Gold oak leaves on black background.	Two (2) Pairs	Standard						
16.	FIREMAN AXE for collars COLOUR: Silver	Ten (10) Pairs	Standard						
17.	JUMP SUITS -fire retardant material with zip-offsleeves, lime and silver stripes Ems Shield on the left. (see attached picture) COLOUR: Navy blue	Ten (10)	42/107						

18.	PLAIN NAVY BLUE BEANIE with emergency service logo embroidered in front. Word "Oranjemund Emergency embroidered on the right-hand side and word" Fire and rescue on the left and right and side worn beanie. MATERIAL: 100% Acrylic COLOUR: Navy blue	Ten (10)	One size fit all						
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<b>NAME:</b>	<b>POSITION:</b>	<b>SIGNATURE</b>	<b>DATE</b>
<b>NAME OF BIDDER:</b>	<b>ADDRESS:</b>		

1. If Price quoted is subject to change in rate of exchange at the time of delivery of goods/services, 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

**NB:** Contact Oranjemund Town Council should there be uncertainty on any listed item(s) above as bellow standard items will **not be acceptable** at bidder's expense. Any alternative item should be pre-agreed upon with the client and its specifications should be the same or surpass initial item, provided that quoted amount (s) will be fixed. It

*should be noted that due to human errors, mistakes/omissions on item specification might have occurred during compilation of the detailed list of items above. Upon discovery of such mistakes, omissions or errors, acceptable remedial action will be taken by the client in agreement with the bidder or vice versa.*

## **ADDENDUM TO SECTION III: LIST OF GOODS AND PRICE SCHEDULE PERSONAL PROTECTIVE EQUIPMENT (PPE)-EMERGENCY SERVICES**

**Attached pictures bellow are for illustrative purposes only while given item descriptions should be maintained.**



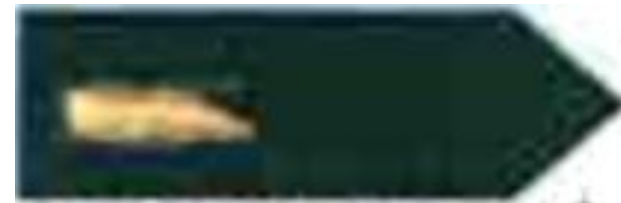
EPAULETTES WITH GOLD STRIPES RUBBERIZED RANK MARKINGS FOR:  
**EMERGENCY OFFICER**



EPAULETTES WITH SILVER STRIPES RUBBERISED RANK MARKING FOR:  
**PLATOON LEADER**



EPAULETTES WITH SILVER STRIPES RUBBERIZED RANK MARKING FOR:  
**FIREFIGHTER**



1 OAK LEAVE RUBBERISED IN GOLD WITH CLUTCH PIN  
**EMERGENCY OFFICER**



PLAIN NAVY BLUE BEANIE WITH EMERGENCY SERVICES EMBROIDERED LOGO



BLACK CATERPILLAR Diagnostic HI WP 6" STEEL TOE BOOTS



SHORT PADDED JACKET



POCKET LEATHERMAN



NAVY GOLF T-SHIRTS with rubberized Ems Logo on the chest on left side



NAVY ROUND NECK T-SHIRTS with rubberized Ems Logo on the chest on left side







Section VII. Special Conditions of Contract19

Bidders should complete columns C and D with the specification 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.

*\* Columns A and B to be completed by Oranjemund Town Council.*

	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1.	Logo to be on items in specified/preferred manner and format by Client- (Rubberised/Embroidered as per given specification)		
2.	Adherence to all provided item specifications.		
3.	No poor quality to be supplied		

**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 and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Services - Ref. **NCS/RFQ-GCC** on the website of the Oranjemund Town Council [www.oranjemund-tc.com](http://www.oranjemund-tc.com) 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/ORTC-12/2022/23**\_\_\_\_\_

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>Oranjemund Town Council</b>
<b>Site GCC 1.1(m)</b>	The Site/final destination for delivery of Services is Oranjemund Town Council.
<b>Incoterms Edition GCC 4.2(b)</b>	Incoterms shall be governed by the rules prescribed in Incoterms DDP.
<b>Notices GCC 8.1</b>	Any notice shall be sent to the following addresses: For the Oranjemund Town Council, the address and the contact name shall be: Vincent Shikukwete Email Address: vincent.shikukwete@ormdtc.com.na For the Supplier, the address and contact name shall be:
<b>Disputes GCC 10.2</b>	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:
<b>Delivery and Documents GCC 13.1</b>	Goods and services are to be delivered within <b>four (4) weeks</b> from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note;
<b>Price Adjustment GCC 15.1</b>	The price charge for the Goods supplied and related Services performed <b>“shall not”</b> be adjustable.  If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used.

Subject and GCC clause reference	Special Conditions
<b>Terms of Payment</b> GCC 16.1	The structure of payments shall be: full payment following delivery of goods and services and submission of an invoice and the documents listed in clause 13.1
<b>Terms of Payment</b> GCC 16.3	Payments shall be made not later than thirty (30) days after submission of an invoice and its certification by the Purchaser.
<b>Terms of Payment</b> GCC 16.4 (a)	The price “ <i>shall not be</i> ” adjustable to the fluctuation in the rate of exchange.
<b>Payment Period</b> 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) <b>On Acceptance:</b> 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>
<b>Performance Security</b> GCC 18.1	(i) No performance security is required.
<b>Discharge of Performance Security</b> GCC 18.4	N/A
<b>Packing</b> GCC 23.2	N/A
<b>Insurance</b> GCC 24.1	Where goods are ordered from overseas, Suppliers should insert percentage and type of insurance required for transportation.
<b>Transportation</b> GCC 25	The Goods shall be delivered: DDP.
<b>Inspection and Test</b> GCC 26.1	Quality check on all items and services shall be done/measured against provided specifications under <b>SECTION III: LIST OF GOODS AND PRICE SCHEDULE</b> and poor quality will not be accepted at bidder’s expense.

Subject and GCC clause reference	Special Conditions
<b>Location of Inspection and Tests</b> GCC 26.2	The inspections and tests shall be conducted at: Oranjemund Town Council, C/O 8 <sup>th</sup> & 12 <sup>th</sup> Avenue, Oranjemund, Namibia.
<b>Liquidated Damages</b> GCC 27.1	Liquidated damages for the whole contract are 6% per day. The maximum amount of liquidated damages for the whole contract <i>is 5% of the final</i> contract price.
<b>Warranty</b> GCC 28.3	The period of validity of the warranty shall be: 90 day(s)  For the purpose of the Warranty, the place(s) of the final destination(s) shall be: Oranjemund Town Council, C/O 8 <sup>th</sup> & 12 <sup>th</sup> Avenue, Oranjemund, Namibia.
<b>Repair and Replacement</b> GCC 28.5	The period for repair or replacement shall be: <b>90</b> day(s)

### 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<sub>1</sub> = adjustment amount payable to the Supplier.
- P<sub>0</sub> = 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 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.

## SCHEDULE 2

### COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

<b>COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT</b>		
	N\$	N\$
<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>		

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.:** \_\_\_\_\_

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Quotation Letter		
List of goods, services and Price Schedule		
Specification and Compliance Sheet		
Bid Security / Bid Securing Declaration		

**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.*