



**REPUBLIC OF NAMIBIA
ZAMBEZI REGIONAL COUNCIL
DEPARTMENT: WORKS MAINTENANCE**

Tel: +264 66-253016
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Ngoma Road
Govt Building

P/Bag 5004
Katima Mulilo

Enquiries: Ms. Sifuniso

Cell: 0813709875

Date 24.06.2025

REQUEST FOR SEALED QUOTATION (RFQ)

Bid Reference No	G/RFQ/ZRC-28/25/26
Title	Supply and deliver materials for the Division of Works: Maintenance and Technical Service
Description	Suppliers are hereby invited to supply and deliver materials for the Division of Works: Maintenance and Technical Service
Closing Date and Time	24 July 2025 at 10h00
Bid Documents	Available from the ZRC website
Levy	None
Delivery address	Zambezi Regional Council, Bid Box, Ground floor

NB: FAXED/MAILED/ELECTRONIC BIDS SHALL NOT BE ACCEPTED. BIDS RECEIVED BY COURIER AFTER THE CLOSING DATE, TIME AND LATE BIDS SHALL NOT BE ACCEPTED, SEALED BIDS IN ENVELOPES CLEARLY MARKED WITH THE ABOVE PROCUREMENT REFERENCE NUMBER. TITLE AND BIDDERS DETAILS SHALL BE DELIVERED BEFORE 24 July 2025 AT 10H00.

MR S. Simwanza
Chairperson: Procurement Committee





**REPUBLIC OF NAMIBIA
ZAMBEZI REGIONAL COUNCIL**



Tel: +264 66 261700

Fax: +264 66 252650

Enquiries: Ms.R. Sifuniso

Ngoma Street

Govt. Building

Private Bag 5002

Katima Mulilo

24 JUNE 2025

Request for Sealed Quotations for Goods

**SUPPLY AND DELIVERY OF MATERIALS FOR THE DIVISION
OF WORKS: MAINTENANCE AND TECHNICAL SERVICE**

NAME OF BIDDER:

AMOUNT:

Procurement Reference No: G/RFQ/ZRC-28/25/26

Zambezi Regional Council, Private Bag 5002, Tel: 066-261700, Fax 066-252650,
shikoyeni@zambeziirc.

Letter of Invitation

G/RFQ/ZRC-28/25/26

Date-----

Dear Sirs,

Request for Quotations for Supply and delivery of materials for the Division of Works Maintenance and Technical Service.

The Zambezi Regional 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 Zambezi Regional Council, Private Bag 5002, Katima Mulilo *Att: Mr. Abraham Shikoyeni.*

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,



Mr. S. SIMWANZA

CHAIRPERSON: PROCUREMENT COMMITTEE



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Zambezi Regional 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 30 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/ Certified Copy of valid good Standing Tax Certificate;
- (c) have an original/ certified copy of 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;

5. Delivery

Delivery shall be **two weeks** after acceptance/issue of Purchase Order. Deviation in delivery period *shall not be accepted/shall be considered if such deviation is reasonable*.

5.1. Upon delivery all items quoted per specification need to be verified before payment is affected.

5.2. Quality of the items

5.3. Quantity of the item

5.4. Any defects/ damage and crack

5.5. Verification of delivery note from their principal supplier where the item were produced.

6. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to Zambezi Regional Council with the Bidder's name at the back of the envelope.

7. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at Regional Council Ground floor, by not later 24 July 2025, Time 10H00 latest Zambezi or [insert fax]. Quotations by post or hand delivered should reach Regional Council Ground floor 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

Prices shall be fixed in Namibian Dollars.

12. 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.

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: <i>[name of Public Entity]</i>	Zambezi Regional Council
Procurement Reference Number:	G/RFQ/ZRC-28/25/26
Subject matter of Procurement:	Supply and deliver materials for the Division of Works: Maintenance and Technical Service

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 I: Instruction to Bidders.

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

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	

[This form is to be deleted if Bid Securing Declaration is not applicable.]

Appendix to Quotation Letter

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

Date:

Procurement Ref No.:

To:

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*

[This form is to be deleted if Bid Security is



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 Item no.	B Description of Goods	C Quantity required	D Unit of measures	E *	F Price per unit NAD ¹	G Total price without VAT NAD	H VAT: NAD	I Delivery weeks (days/month)	Country of Origin
1.	Refrigeration disposal R417A 11.3kg	1							
2.	Gas, refrigerant R410A 11.3kg disposable	2							
3.	Refrigeration disposal R600A 6.5kg	2							
4.	Refrig Dac 13.6kg R134A	1							
5.	3/8 inch SD R22 9.52 15m roll copper (purple)	1							
6.	1710 3m/ Nitto red ins tape	1							
7.	1710 3m/ Nitto Blk ins tape	1							
8.	1710 3m/ Nitto white ins tape	1							
9.	Acetylene bulk 16-da 0.94kg portapak gas only no bottle	1							
10.	Oxygen bulk 3-gd 1.43kg portapak afrox gas only no bottle	1							
11.	Screw drywall sml fine 3.5x32mm 1000pc safetop	1							
12.	Screw drywall sml fine 3.5x41mm 500pc safetop	2							

13.	Paint PVA white aurora 20L neo	4							
14.	Paint brush 50mm	10							
15.	Screw roof self-drill 12x75mm 100pc	10							
16.	Rivet blind aluminium 4.8x21 100pp handy	10							
17.	Membrane duramesh 200mmx10m duram	4							
18.	Waterproofing grey flexikotel 5L duram	4							
19.	Door interior hollow core hardboard exposed edges 2032x813mm	10							
20.	Nail wire round mild steel 75mm 1kg	1							
21.	Glue cold wood 1L	2							
22.	Strip cover pine 8x44mm 3.0m	10							
23.	Ceiling board 1200x3000x6.4mm	10							
24.	Padbolt zinc plated 150mm	10							
25.	Lockset chrome cylinder jaguar	25							
26.	Insecticide chemical astor termite poison 5L	2							
27.	Garden tap rough brass medium pattern 22mm	15							
28.	Garden tap hose bib rough brass 15mm	10							
29.	Adaptor compression male 16bar 32mmx3/4 inch 20mm	10							
30.	Coupler compression straight 16bar 25mm	20							
31.	Coupler compression straight 16bar 32mm	20							
32.	Connector braided 15x15x450 fxf sabs	20							
33.	Angle valve 15x15mm	20							
34.	Universal valve	14							
35.	Pan seal wax ring white	10							
36.	Pipe poly black 25mmx100	3							
37.	Coupler straight female compression brass 15mmx1/2" 15mm	10							
38.	Elbow 90 degree compression brass 15mm	10							
39.	Tee equal compression brass 15mm	10							
40.	Tape thread seal 19mmx30mt heavy duty	10							
41.	Elbow 90 degree male compression brass	10							

72.	Tile floor ceramic gloss grey jade 400x400 1.92m	10							
73.	Adhesive tile standard wall and floor 20kg	10							
74.	Grout tile light grey 5kg stick a tile	4							
75.	Brickforce 150mm 15m roll 1.65mm	3							
76.	Brickforce 75mm 12m roll 1.65mm	3							
77.	Refill roller paint interior 225mm megapaint	3							
78.	Sandpaper floor 300mmx1m	4							
79.	Filler crack interior/exterior 10kg megapaint	1							
80.	Crushed stone 19mm	6.90 ton							
							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: _____

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.	Refrigeration disposal R417A 11.3kg		
2.	Gas, refrigerant R410A 11.3kg disposable		
3.	Refrigeration disposal R600A 6.5kg		
4.	Refrig Dac 13.6kg R134A		
5.	3/8 inch SD R22 9.52 15m roll copper (purple)		
6.	1710 3m/ Nitto red ins tape		
7.	1710 3m/ Nitto Blk ins tape		
8.	1710 3m/ Nitto white ins tape		
9.	Acetylene bulk 16-da 0.94kg portapak gas only no bottel		
10.	Oxygen bulk 3-gd 1.43kg portapak afrox gas only no bottle		
11.	Screw drywall sml fine 3.5x32mm 1000pc safetop		
12.	Screw drywall sml fine 3.5x41mm 500pc safetop		

13.	Paint PVA white aurora 20L neo		
14.	Paint brush 50mm		
15.	Screw roof self-drill 12x75mm 100pc		
16.	Rivet blind aluminium 4.8x21 100pp handy		
17.	Membrane duramesh 200mmx10m duram		
18.	Waterproofing grey flexikotel 5L duram		
19.	Door interior hollow core hardboard exposed edges 2032x813mm		
20.	Nail wire round mild steel 75mm 1kg		
21.	Glue cold wood 1L		
22.	Strip cover pine 8x44mm 3.0m		
23.	Ceiling board 1200x3000x6.4mm		
24.	Padbolt zinc plated 150mm		
25.	Lockset chrome cylinder jaguar		
26.	Insecticide chemical astor termite poison 5L		
27.	Garden tap rough brass medium pattern 22mm		
28.	Garden tap hose bib rough brass 15mm		
29.	Adaptor compression male 16bar 32mmx3/4 inch 20mm		
30.	Coupler compression straight 16bar 25mm		
31.	Coupler compression straight 16bar 32mm		
32.	Connector braided 15x15x450 fxf sabs		
33.	Angle valve 15x15mm		

34.	Universal valve		
35.	Pan seal wax ring white		
36.	Pipe poly black 25mmx100		
37.	Coupler straight female compression brass 15mmx1/2" 15mm		
38.	Elbow 90 degree compression brass 15mm		
39.	Tee equal compression brass 15mm		
40.	Tape thread seal 19mmx30mt heavy duty		
41.	Elbow 90 degree male compression brass 15mmx1/2" 15mm		
42.	Coupler straight compression brass 15mm		
43.	Cement weld ks2 pvc 100ml		
44.	Elbow compression hdpe equal 16bar 25mm		
45.	Elbow compression hdpe equal 16bar 32mm		
46.	Washer tap light pattern 4 per pack		
47.	Housewire 2.5mm black roll 100m		
48.	Housewire 2.5mm green/yellow roll 100m		
49.	Housewire 2.5mm white roll 100m		
50.	LED tube 24w 1.5m 5ft daylight		
51.	LED tube 18w 1.2m 4ft daylight		
52.	Pipe conduit pvc 20mmx4m		
53.	Circuit breaker 20A		
54.	Circuit breaker 40A		

55.	Insulation tape 20mmx20m red		
56.	Isolator 35A 2 pole 440v		
57.	LED bulb 5w B22 A60 daylight		
58.	Strip connector BI 6A 12way black p2		
59.	Plugop 16A rewirable solid white BI		
60.	Cable joint kit 10-16 lcz eazijoint BI		
61.	Ferrules crip 16.0mm		
62.	Crabtree classic DBL 14x4wh		
63.	Switch 1L 2way crabtree classic steel BI		
64.	Janus double rubber black		
65.	BI Anchor nail in 6x70 p50		
66.	Tork craft drill bit set tin coated p25		
67.	Housewire 2.5mm blue roll 100m		
68.	Housewire 2.5mm red roll 100m		
69.	Cement 32.5 50kg ohorongo		
70.	Cement 42.5 50kg ohorongo		
71.	Tile wall ceramic white shiny white 20cm 1.52m2		
72.	Tile floor ceramic gloss grey jade 400x400 1.92m		
73.	Adhesive tile standard wall and floor 20kg		
74.	Grout tile light grey 5kg stick a tile		
75.	Brickforce 150mm 15m roll 1.65mm		

76.	Brickforce 75mm 12m roll 1.65mm		
77.	Refill roller paint interior 225mm megapaint		
78.	Sandpaper floor 300mmx1m		
79.	Filler crack interior/exterior 10kg megapaint		
80.	Crushed stone 19mm		

[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	

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/ZRC-28/25/26** on the website of the Public Entity (*insert website address*) except where modified by the Special Conditions below.

Section VI. General Conditions of Contract

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SECTION VII: 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 Works except where modified by the Special Conditions below.

Section VI. General Conditions of Contract

- | | | |
|-----------------------|-----|--|
| 1. Definitions | 1.1 | The following words and expressions shall have the meanings hereby assigned to them: |
| | (a) | “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all |

attachments, appendices, and all documents incorporated by reference therein.

- (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) “Day” means calendar day.
- (e) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) “GCC” means the General Conditions of Contract.
- (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) “Purchaser” means the entity purchasing the Goods and Related Services, **as specified in the SCC.**
- (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (j) “SCC” means the Special Conditions of Contract.
- (k) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (l) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (m) “The Project Site,” where applicable, means the place named **in the SCC.**

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts

thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

3. Fraud and Corruption

3.1 If the Purchaser determines that the Supplier and/or any of its personnel, or its agents, or its Subcontractors, consultants, service providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 35 shall apply as if such expulsion had been made under Sub-Clause 35.1.

(a) For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation²;
- (iii) "collusive practice" is an arrangement between two or more parties³ designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) "obstructive practice" is

¹ "Another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Public Entity's staff and employees of other organizations taking or reviewing procurement decisions.

² "Party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

³ "Parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ "Party" refers to a participant in the procurement process or contract execution.

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Public Entity's investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (bb) acts intended to materially impede the exercise of the Public Entity's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Public Entity].

3.2 Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract the meaning of any trade term and the rights and obligations of parties hereunder shall be as prescribed by Incoterms.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the edition of Incoterms **specified in the SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party

thereto.

4.5 Non-waiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

- 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be in English. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

6. Joint Venture, Consortium or Association

- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

- 7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or

constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

- 7.2 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address **specified in the SCC**. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

9. Governing Law

- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of Namibia.

10. Settlement of Disputes

- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) the Purchaser shall pay the Supplier any money due the

Supplier.

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| 11. Inspections and Audit | 11.1 The Supplier shall permit, and shall cause its Subcontractors and consultants to permit, the Public Entity and/or persons appointed by the Public Entity to inspect the Supplier's offices and all accounts and records relating to the performance of the Contract and the submission of the bid, and to have such accounts and records audited by auditors appointed by the Public Entity if requested by the Public Entity. The Supplier's and its Subcontractors and consultants' attention is drawn to Clause 3 [Fraud and Corruption], which provides, inter alia, that acts intended to materially impede the exercise of the Public Entity's inspection and audit rights provided for under this Sub-Clause 11.1 constitute a prohibited practice subject to contract termination. |
| 12. Scope of Supply | 12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements. |
| 13. Delivery and Documents | 13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC . |
| 14. Supplier's Responsibilities | 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13. |
| 15. Contract Price | 15.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC . |
| 16. Terms of Payment | <p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser</p> |

has accepted it.

16.4 Bidders will be paid in fixed Namibian dollars or Namibian dollars adjusted to the fluctuation in the rate exchange at the time of delivery, as specified in the SCC.

16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period **set forth in the SCC**, the Purchaser shall pay to the Supplier interest on the amount of such delayed payment at the rate **shown in the SCC**, for the period of delay until payment has been made in full, whether before or after judgment or arbitrage award.

17. Taxes and Duties

17.1 For goods manufactured outside Namibia, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Namibia.

17.2 For goods Manufactured within Namibia, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Namibia, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 If required **as specified in the SCC**, the Supplier shall, within thirty (30) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount **specified in the SCC**.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The Performance Security, if required, shall be denominated in Namibian dollars, and shall be in the form of a bank guarantee issued by a local commercial bank, or in the case of the bank guarantee being issued by a foreign bank, the bidder must provide a public entity with a counter-guarantee from a commercial bank from Namibia.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's

performance obligations under the Contract, including any warranty obligations, **unless specified otherwise in the SCC.**

19. Copyright

- 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

20. Confidential Information

- 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
- 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
- (a) the Purchaser or Supplier need to share with institutions participating in the financing of the Contract;
 - (b) now or hereafter enters the public domain through no fault of that party;
 - (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing

case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

- 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in the SCC**, and in any other instructions ordered by the Purchaser.

24. Insurance

- 24.1 **Unless otherwise specified in the SCC**, the Goods supplied under the Contract shall be fully insured—in a freely to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner **specified** convertible currency from an eligible country—against loss or damage incidental **in the SCC**.

25. Transportation

- 25.1 **Unless otherwise specified in the SCC**, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.

26. Inspections and Tests

- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Goods/Services **as are specified in the SCC**.
- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Namibia **as specified in the SCC**. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

- 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage **specified in the SCC** of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in those SCC**. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

- 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless

provided otherwise in the Contract.

- 28.2 Subject to GCC Sub-Clause 22.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Namibia.
- 28.3 **Unless otherwise specified in the SCC**, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination **indicated in the SCC**, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
- 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 28.6 If having been notified, the Supplier fails to remedy the defect within the period **specified in the SCC**, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

- 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:
- (a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
 - (b) the sale in any country of the products produced by the

Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 29.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30.Limitation of Liability

- 30.1 Except in cases of criminal negligence or willful misconduct,
 - (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the

Supplier to pay liquidated damages to the Purchaser and

- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

31. Change in Laws and Regulations

- 31.1 Unless otherwise specified in the Contract, if after the date of 30 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Namibia (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

- 32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**33. Change Orders
and Contract
Amendments**

- 33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 33.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**34. Extensions of
Time**

- 34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC

Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.

35. Termination

35.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgement of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may

terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

- (b) The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

- 36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

**37. Export
Restriction**

- 37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to Namibia, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.

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/ZRC-28/25/26**

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: Zambezi Regional Council
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is Department of Works Maintenance Premises
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
Notices GCC 8.1	<p>Any notice shall be sent to the following addresses:</p> <p>For the Zambezi Regional Council, the address and the contact name shall be: P/Bag 5002 Katima Mulilo. Mr. Abraham Shikoyeni, Head: PMU</p> <p>For the Supplier, the address and contact name shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p>

Section VII Special Conditions of Contract 38

Subject and GCC clause reference	Special Conditions
Disputes GCC 10.2	<p>10.4 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>Arbitration proceedings shall be conducted in accordance to the Namibian Laws</p>
Delivery and Documents GCC 13.1	<p>The Goods are to be delivered within 30 days from the date of Purchase Order or Letter of Acceptance.</p> <p>The documents to be furnished by the Supplier are:</p> <p>(a) signed delivery note;</p>
Price Adjustment GCC 15.1	<p>The price charge for the Goods supplied and the related Services performed shall not be adjustable.</p>
Terms of Payment GCC 16.1	<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>
Terms of Payment GCC 16.3	<p>Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.</p>
Terms of Payment GCC 16.4 (a)	<p>The price shall not be adjustable to the fluctuation in the rate of exchange.</p>
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>

Subject and GCC clause reference	Special Conditions
Transportation GCC 25	Unless otherwise specified in the SCC , responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
Inspection and Test GCC 26.1	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Goods/Services as are specified in the SCC.
Location of Inspection and Tests GCC 26.2	The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in Namibia as specified in the SCC . Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
Liquidated Damages GCC 27.1	Liquidated damages for the whole contract are 2% per day. The maximum amount of liquidated damages for the whole contract is 10% of the final contract price.
Warranty GCC 28.3	the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination
Repair and Replacement GCC 28.5	The period for repair or replacement shall be: 14 day(s)

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.: G/RFQ/ZRC-28/25/26

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Security / Bid Securing Declaration		
Valid Company Registration Certificate		
Original / Certified copy of Valid Good Standing Tax Certificate;		
Original/ Certified copy of 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);		
Quotation.		

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.*

