



HARDAP REGIONAL COUNCIL



REQUEST SEALED QUOTATION FOR GOODS

*DESKTOP COMPUTERS, LAPTOPS & ICT EQUIPMENT
PROCUREMENT FOR HARDAP REGIONAL COUNCIL*

Procurement Reference No: G/RFQ/HRC-070/24

Private Bag 2017, MARIENTAL

Tel: (063) 245806/800

r.kanyanga@hardaprc.gov.na

Deadline: 15 November 2024

11h00



HARDAP REGIONAL COUNCIL



PROCUREMENT COMMITTEE

REQUEST FOR SEALED QUOTATION

G/RFQ/HRC-070/24

Dear Sirs/Madams,

DESKTOP COMPUTERS, LAPTOPS & ICT EQUIPMENT PROCUREMENT FOR HARDAP REGIONAL COUNCIL

The Hardap Regional Council invites you to submit your best Bid for the items described in detail hereunder. Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to **Mr. Axab Skrywer at Hardap Regional Council, Private Bag 2017, MARIENTAL, Fax: (063) 242224.**

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

Yours faithfully,

Mr. A. Skrywer

HEAD: PROCUREMENT MANAGEMENT UNIT

SECTION I: INSTRUCTIONS TO BIDDERS

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Hardap Regional Tender Board reserves the right:

- (a) to split the contract as per the best & lowest evaluated cost per lot; and
- (b) to accept or reject any bid or to cancel the bidding process; or
- (c) reject all bids at any time prior to contract award.

2. Preparation of Quotations

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

- (a) the Bid Letter in Section II with its annex for Bid Securing Declaration; and
- (b) the List of Goods and Price Schedule Section III;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment as deemed appropriate

You are advised to carefully read the complete Invitation for Bid document, including the Special Conditions of Contract in Section VII, before preparing your bid. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

3. Validity of Bids

The bid validity period shall be **180 days** from the date of bid submission deadline.

4. Eligibility Criteria

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

- (a) have a valid company Registration Certificate;
- (b) have an original valid good Standing Tax Certificate;
- (c) have an original valid good Standing Social Security Certificate;
- (d) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (e) have a certificate indicating SME Status (for Bids reserved for SMEs);
- (f) Submit signed Bid-securing Declaration.
- (g) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- (j) Must have re-seller proof from leading ICT distributors.
- (k) Proof of after-sales support services.

5. Bid Security/Bid Securing Declaration

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

- (b) The Bidder shall furnish as part of its quotation, a Bid Security as per the format contained in Appendix to Quotation Letter of this document for 1.58% valid up to 30 Days.

6. Works Completion Period

- (a) The completion period for works shall be *3 Weeks* after acceptance and issue of Purchase Order.
- (b) Deviation in completion period shall be considered if such deviation is reasonable.

7. Sealing and Marking of Bids

- (a) Bids should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Public Entity with the Bidder's name at the back of the envelope.

8. Submission of Bids

- (a) Bids should be deposited in the Quotation/Tender Box located at The Hardap Regional Council HQ, Captain Hendrick Witbooi Building, Ground Floor, Bid Submission (Deposit in the box) by.
- (b) Bids by post or hand delivered should reach Hardap Regional Council HQ, Private Bag 2017, by the same date and time at latest. Late bids will be rejected.
- (c) Bids received by E-mail and by Fax will not be considered.

9. Bid Opening

- (a) Bids will be opened by the "Public Entity" at Hardap Regional Council HQ, Captain Hendrick Witbooi Building, Ground Floor, on 15 November 11H00 am.
- (b) Bidders or their representatives may attend the Bid Opening if they choose to do so.

10. Evaluation of Bids

- (a) The Public Entity shall have the right to request for clarification during evaluation.
- (b) Offers that are substantially responsive shall be compared on the basis of evaluated cost, subject to Margin of Preference where applicable, to determine the lowest and/or best suitable evaluated bid.

11. Qualification Criteria

Bidders should submit documents in respect of the following:

- (a) Average annual monetary value of similar works performed over the last 1-3 years;
- (b) experience in works of a similar nature and size, and details of work under way or contractually committed; and clients who may be contacted for further information on those contracts;
- (c) Qualifications and experience of key site management and technical personnel proposed for the Contract.

12. Technical Compliance

- (a) The 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.
- (b) 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.

13. Prices and Currency of Payment

- (a) Prices for the execution of works shall be fixed in Namibian Dollars as quoted.

- (b) Bids shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the works, and shall include all duties.
- (c) The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

14. Award of Contract

- (a) The Bidder having submitted the suitable evaluated responsive bid and qualified to perform the works shall be selected for award of contract.
- (b) Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract and the General Conditions of Contract.

15. Notification of Award and Debriefing

- (a) The Public Entity shall after award of contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award within seven (7) days.
- (b) Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven (7) days of the unsuccessful bidders being informed of the award.

SECTION II: QUOTATION LETTER

(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 Priced Activity Schedule 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:	THE HARDAP REGIONAL COUNCIL HQ, CAPTAIN HENDRICK WITBOOI BUILDING GROUND FLOOR MARIENTAL, NAMIBIA 90000
Procurement Reference Number:	G/RFQ/HRC-070/24
Subject matter of Procurement:	DESKTOP COMPUTERS, LAPTOPS & ICT EQUIPMENT PROCUREMENT FOR HARDAP REGIONAL COUNCIL

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

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

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

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

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

We confirm that the prices quoted in the Priced Activity 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.

Works will commence within _____ *[insert number]* days from date of issue of Purchase Order/ Letter of Acceptance.

Works will be completed within _____ *[insert number]* days from date of issue of Purchase Order/ Letter of acceptance.

Quotation Authorised by:

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

Appendix to Quotation Letter

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

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

Procurement Ref No.:

To: THE HARDAP REGIONAL COUNCIL HQ,
CAPTAIN HENDRICK WITBOOI BUILDING
GROUND FLOOR
MARIENTAL, NAMIBIA

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)

Appendix to Quotation Letter

BID SECURING DECLARATION

(Section 45 of Act)

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

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

Procurement Ref No.:

To: THE HARDAP REGIONAL COUNCIL HQ,
CAPTAIN HENDRICK WITBOOI BUILDING
GROUND FLOOR
MARIENTAL, NAMIBIA

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

- (e) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
- (f) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
- (g) 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
- (h) 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)

Appendix to Quotation Letter

Bid Security (Bank Guarantee)

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

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

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

BID GUARANTEE No.:

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

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

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

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

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

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

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



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

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.*

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: [to be completed by Public Entity]..... Procurement Ref No.

INSTRUCTIONS TO THE PUBLIC ENTITY		INSTRUCTIONS TO BIDDERS							
At time of preparation of the RFQ, Columns A to D shall be filled in by the Public Entity. [To be filled by the Public Entity]		Bidders shall fill-in columns E- I and fill the total E= mark with a * if an equivalent is quoted F= Rate per unit G= Total price for one item (C x F) • If an equivalent is quoted, please attach to your quote appropriate technical information & specification • Bidders shall fill in and sign the bottom section of this page							
A	B	C	D	E	F	G	H	I	
Item no.	Description of Goods	Quantity required	Unit of measures	*	Price per unit NAD/	Total price without VAT NAD	VAT: NAD	Delivery weeks) (days/m onth	Country of Origin
1.	<u>Standard Desktop PCs: Refer to the Technical Specifications</u>	8	EACH						
2.	Lap Top: Preloaded with Refer to the Technical Specifications	8	EACH						
3.	19.5" - 20" Monitor 1920 x 1080 VGA + HDMI/Display port with VGA and HDMI Cable	8	EACH						
4.	MacBook : Preloaded with Refer to the Technical Specifications	1	EACH						
5.	Paper Shredder	1	EACH						
6.	Epson Projector	1	EACH						
7.	Epson FX-890II A4 Mono Dot Matrix Printer Refer to the Technical Specifications	1	EACH						
8	PCIe SSD Hard Drive Case Enclosure Adapter, 10Gbps USB 3.2 Gen2 USB C Transfer Rate	1	EACH						
					TOTAL				
NAME:		SIGNATURE		DATE					
NAME OF BIDDER:		POSITION:		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

Technical Specifications

HARDWARE

1. 8 NOTEBOOK LAPTOP

NOTEBOOKS LAPTOP (Minimum specifications)		FOR TENDERER TO COMPLETE		
Feature	Description	Yes	No	Deviation(if any)
Operating system	Microsoft Windows 10 Professional (64 bit) or latest version			
Processor	8 th Generation Intel Core i7-8550U processor (8M Cache, up to 4 GHz)			
Memory	8 GB, DDR4 2400			
Hard drive	512 SSD			
Audio	Integrated stereo speakers			
I/O Ports	2 x USB 3.0			
	1 HDMI			
	1 combo stereo headphone/mic jack			
	SD Card reader			
Display	13.3"			
Camera	720P HD Webcam			
Graphics	Intel UHD 620			
Input devices	Built-in Optical mouse, Keyboard and Touch Screen			
Wireless	802.11a/b/g/n WiFi and Bluetooth® 4.2			
Warranty	1/1/0 Warranty EURO Upgraded warranty to three (3) years			
Accessories	Carry Case 13.3" designed for the protection of notebooks Wireless Mouse			

Section VII Special Conditions of Contract 15

2. 8 (Eight) Standard Desktop PCs

STANDARD DESKTOP PCs (MINITOWER) (Minimum specifications)		FOR TENDERER TO COMPLETE		
Feature	Description	Yes	No	Deviation(if any)
Operating system	Microsoft Windows 11 Professional (64 bit) or latest version			
Processor	8 th Gen Intel Core i5 8400 2.8GHz 6C 65W CPU			
Memory	16 GB (1x8GB) DDR4 2666 DIMM Memory			
Hard drive	1TB SATA Three Layer Cell Solid State Drive			
Optical Drives	Slim DVD+/-RW DVD Combo			
Audio	Integrated High Definition Realtek HD Audio			
I/O Ports	4 USB 3.0			
	2 USB 2.0			
	1 VGA			
	1 RJ-45			
	1 audio in			
	1 audio out			
Display	19.5" - 20" Monitor 1920 x 1080 VGA + HDMI/Display port with VGA and HDMI Cable			
Graphics	Integrated Intel UHD Graphics 630			
Input devices	USB Optical Scroll Mouse & Standard Keyboard			
Speakers	Build-in or External			
Network Interface	Gigabit Ethernet Built in Wi-Fi Card			
Warranty	Three (3) Years			
OPTIONAL FEATURES				
	Energy star certified label			

Section VII Special Conditions of Contract 16

Technical Specifications- One Lap Top

(Minimum specifications)	FOR TENDERER TO COMPLETE			
Feature	Description	Yes	No	Deviation (if any)
Product type:	MacBook Pro 14"			
Processor family:	Apple M3 chip			
Processor model:	Apple M3 chip			
Processor Frequency:	3.00 / 4.80 Ghz (12 MB Cache, 4 Cores)			
Display diagonal:	33.8 cm (13.3")			
HD type:	FHD			
Display resolution:	14.2-inch (diagonal) Liquid Retina XDR display; 1 3024-by-1964 native resolution at 254 pixels per inch			
Display:	Liquid Retina XDR display			
Internal memory:	8 GB 3200 MHz			
Internal memory type:	DDR4-SDRAM			
Total storage capacity:	512GB			
Storage media:	SSD			
On-board graphics adapter model:	Intel Iris Xe Graphics			
Warranty	3 Years			

Section VII Special Conditions of Contract 17

3.1.10 Projector (lamp light source) - (recommended for small venues)

Projectors	FOR OMAS TO COMPLETE		FOR TENDERER TO COMPLETE		
	Quantity		Yes	No	Deviation(if any)
Feature	Description				
Projection System	3LCD (or latest technology)				
Projection Method	Front/ Rear/ Ceiling Mount				
Color Light Output	3,600 lumen- 2,235 lumen (economy)				
White Light Output	3,600 lumen - 2,235 lumen (economy)				
Aspect Ratio	16:10				
Resolution	WXGA (1280 x 800) HD Ready				
Light source	Lamp				
Lamp Life	2000 to 6000 hours				
Keystone Correction	Automatic Vertical: ± 30 degrees				
	Manual: Horizontal ± 30 degrees				
Contrast Ratio	15,000:1				
Speakers	In -build, 2 Watt speakers				
Input / Output ports	USB 2.0 Type B				
	1x HDMI in				
	1 x RGB in				
	1 x VGA in				
	Computer/ Component video: D-sub				
	Wireless LAN IEEE 802.11b/g/n (WiFi 4)				
	1 x Audio in				
	1 x Composite video: RCA				
	Ethernet interface (100 Base-TX / 1000 Base-T)				
	1x MHL				
Security	1 x S-video				
	Kensington lock				
	Wireless LAN security				
Accessories	Password protection				
	Remote control and Pointer				
	All required cables (RGB, HDMI, MHL, USB, POWER, etc.)				
Warranty	Carry Bag				
	Three (3) Years				



Section VII Special Conditions of Contract 18

Epson FX-890II A4 Mono Dot Matrix Printer

- **Print speed:** Up to 738 characters per second (cps) in Ultra Speed Draft mode, 612 cps in High Speed Draft mode, 463 cps in Draft mode, and 115 cps in Letter Quality mode
- **Power consumption:** 54 watts in operation, 0.5 watts in economy mode, and 8 watts in standby mode
- **Supply voltage:** AC 198 V–264 V
- **Dimensions:** 414 x 375 x 177 mm (width x depth x height)
- **Weight:** 7.2 kg
- **Supported temperature:** 5° C–35° C for operation and –30° C–60° C for storage
- **Supported humidity:** 10%–80% for operation and 30%–60% for storage
- **Mean time between failures:** 25,000 hours
- **Print head life:** 400 million strokes/wire
- **Fonts:** Bitmap font EPSON Draft, EPSON OCR-B, EPSON Roman, and EPSON Sans Serif
- **Noise level:** 55 dB (A) in operation (roll)
- **Ribbon yield:** 7,500,000 characters in Black Draft

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods - Ref. G/RFQ-GCC on the website of the Public Entity (*insert website address*) except where modified by the Special Conditions below.

SECTION VI: CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods except where modified by the Special Conditions below.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

The clause numbers given in the first column correspond to the relevant clause number of the GCC. *[This section is to be customised by the Public Entity to suit the requirements of the specific procurement].*

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1(h)	The purchaser is: <i>[insert complete legal name of the Public entity]</i>
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is _____
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
Notices GCC 8.1	Any notice shall be sent to the following addresses: For the <i>[Public Entity]</i> , the address and the contact name shall be: _____ For the Supplier, the address and contact name shall be: _____

Section VII Special Conditions of Contract 20

<p>Disputes GCC 10.2</p>	<p>The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: _____</p>
-------------------------------------	--

<p>Subject and GCC clause reference</p>	<p>Special Conditions</p>
<p>Delivery and Documents GCC 13.1</p>	<p>The Goods are to be delivered within _____ days from the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note;</p>
<p>Price Adjustment GCC 15.1</p>	<p>The price charge for the Goods supplied and the related Services performed <i>[insert "shall" or "shall not" as appropriate]</i> be adjustable. If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used</p>
<p>Terms of Payment GCC 16.1</p>	<p>The structure of payments shall be: full payment following delivery of the Supplies and submission of an invoice and the documents listed in clause 13.1</p>
<p>Terms of Payment GCC 16.3</p>	<p>Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.</p>
<p>Terms of Payment GCC 16.4 (a)</p>	<p>The price <i>"shall" "shall not be"</i> adjustable to the fluctuation in the rate of exchange.</p>
<p>Payment Period GCC 16.5</p>	<p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p>i) On Acceptance: The Contract Price of goods received shall be paid no later than thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>ii) An interest rate of <i>[insert percentage]</i> is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.</p>

Section VII Special Conditions of Contract 21

<p>Performance Security GCC 18.1</p>	<p>(i) No performance security is required*or (ii) A performance security in the form of a bank guarantee representing <i>[insert percentage from the following range: 10-15%]</i> of the final contract price shall be required.* * Delete as appropriate</p>
<p>Subject and GCC clause reference</p>	<p>Special Conditions</p>
<p>Discharge of Performance Security GCC 18.4</p>	<p>The performance security will be discharged and returned to the supplier not later than <i>[insert number of days]</i> following completion date.</p>
<p>Packing GCC 23.2</p>	<p>The packing, marking and documentation within and outside the packages shall be: _____</p>
<p>Insurance GCC 24.1</p>	<p><i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]</i></p>
<p>Transportation GCC 25</p>	<p>The Goods shall be delivered: <i>[Incoterm for transportation]</i>.</p>
<p>Inspection and Test GCC 26.1</p>	<p>The inspection and tests shall be: <i>[insert nature, frequency, procedures for carrying out the inspections and test]</i></p>
<p>Location of Inspection and Tests GCC 26.2</p>	<p>The inspections and tests shall be conducted at: <i>[insert names(s) of locations(s)]</i></p>
<p>Liquidated Damages GCC 27.1</p>	<p>Liquidated damages for the whole contract are <i>[insert percentage of the final contract price]</i> per day. The maximum amount of liquidated damages for the whole contract is <i>[insert percentage 4-10%]</i> of the final contract price.</p>
<p>Warranty GCC 28.3</p>	<p>The period of validity of the warranty shall be: <i>[3]</i> years(s) For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <i>[insert names(s) of location(s)]</i> For item 1, the minimum period of warranty/shelf life shall be _____ For item 2, the minimum period of warranty/shelf life shall be _____ For item 3, the minimum period of warranty/shelf life shall be _____</p>

Section VII Special Conditions of Contract 22

Repair and Replacement GCC 28.5	The period for repair or replacement shall be: <i>[insert number]</i> 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:

- P₁ = adjustment amount payable to the Supplier.
- P₀ = 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. L₀, L₁ = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M₀, M₁ = 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.

Section VII Special Conditions of Contract 23

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.

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

SCHEDULE 1

PERFORMANCE SECURITY (BANK GUARANTEE)

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

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

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

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

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

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

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

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

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

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,¹ and any demand for payment under it must be received by us at this office on or before that date.

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

¹ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 28.3 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

SCHEDULE 2

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

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

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

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

SCHEDULE 3

QUOTATION CHECKLIST SCHEDULE

[Public Entity to update this Checklist to ensure that it contains the documents required from Bidders for the specific procurement]

Procurement Reference No.:

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

Disclaimer: *The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its quotation to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*