



Request for Sealed Quotations For Goods

*SUPPLY AND DELIVERY OF NEW STREET AND 25m SCISSOR MAST LIGHTING
(Period Of 2 Years)*

Procurement Reference No: G/RFQ/KHPMUN-002/2020

Closing Date: 1 February 2021, 11H00am.

**The Chairperson: Procurement Management Unit
Keetmanshoop Municipality**
Private Bag 2125
Keetmanshoop,
37 Hampi Plichta Avenue, Keetmanshoop:
Namibia

Enquiries Technical:

Mr K Dax (Pr.Eng)
Tel: +264-(0)63 221 221
Fax: +264-(0)63 224 224
E-mail: engkebu@keetmansmunicipality.org.na

PMU Enquiries:

Ms Rene Farmer or Mr Samuel Nashima
Tel: +264-(0)63 221 211
Fax: +264-(0)63 223 065
Email: sefin@keetmansmunicipality.org.na ; seits@keetmansmunicipality.org.na



Keetmanshoop Municipality

Letter of Invitation

E-Mail: _____

G/RFQ/KHPMUN-002/2020

4 January 2021

Dear Sir / Madam,

Request for Quotations for supply and delivery of new street and 25m scissor mast lighting

The Keetmanshoop Municipality invites you to submit your best quote for the items described in detail hereunder.

Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to

Mr K Dax (Pr.Eng), 063-221 221, engkebu@keetmansmunicipality.org.na

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

Yours faithfully,

P.Indongo

Secretary Procurement Committee

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The Keetmanshoop Municipality reserves the right:

- (a) to split the contract as per the lowest evaluated cost per item, or
- (b) to accept or reject any quotation; and
- (c) to cancel the quotation process and reject all quotations at any time prior to contract award.

2. Preparation of Quotations

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

- (a) the Quotation Letter in Section II with its annex for *Bid Security/Bid Securing Declaration*;
- (b) the List of Goods and Price Schedule Section III;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachments 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 **2 years** from the date of submission deadline.

4. Eligibility Criteria

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

- (a) have a valid certified 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;
- (f) Submit signed Bid-securing Declaration.
- (g) Quotation Letter submitted, clearly indicating the bid validity period
- (h) Completed and signed "Section V: List of Goods and Price Schedule"
- (i) completed and signed Section VI: Specifications And Compliance Sheet"
- (j) Fully completed and signed Technical Schedules
- (k) Delivery shall be eight (8) to ten (10) weeks after acceptance/issue of Purchase Order for the scissor high mast and four (4) to six (6) weeks after acceptance/issue of Purchase Order for the streetlights and accessories.

- (l) The bidder must submit proof of having a warehouse or operating premises for electrical items or agreement with a local retailer.
- (m) Submit a reference letter for Electrical Materials offered from any Namibian utility or electrical distributor.

5. Bid Security/Bid Securing Declaration

Bidders are required to submit a Bid Security/subscribe to a Bid Securing Declaration for this procurement process. 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 2% of the quoted price valid up to 30 days beyond the quotation validity period.

6. Delivery

Delivery shall be eight (8) to ten (10) weeks after acceptance/issue of Purchase Order for the scissor high mast and four (4) to six (6) weeks after acceptance/issue of Purchase Order for the streetlights and accessories. Deviation in delivery period shall not be accepted

The following test and inspections will be conducted on the goods at delivery:

- Inspection of any visible damage.
- Verification of compliance to specifications
- Verification that all Routine and Type test certificates are in place

7. Sealing and Marking of Quotations

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

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at Keetmanshoop Municipality Head Office, 37 Hampie Plichta Avenue, not later than 1 February 2021, 11H00. Quotations by post or hand delivered should reach Keetmanshoop Municipality Head Office, 37 Hampie Plichta Avenue by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the 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.

10. Evaluation of Quotations

The Public Entity shall have the right to request for clarifications in writing during evaluation. The Keetmanshoop Municipality's evaluation of a bid will take into account, in addition to the Bid Price quoted the mandatory documents requested in the checklist below (part 1), then the Bid shall be treated as **non-responsive**.

Bid Evaluation Committee, shall further evaluate (Part 2 to Part 3) on a **YES/NO** basis. Any non-compliance to any of the stipulated requirements (if different from the Purchaser stipulated requirements) will lead to automatic disqualification and the Bidder shall be deemed **non-responsive**:

EVALUATION OF QUOTATION .		
	DESCRIPTION	CONFIRMATION
	Confirm that the bid price is fixed and firm in Namibia Dollar.	YES
	DOCUMENT/ ITEM DESCRIPTION	MUST BE SUBMITTED
Company Documentations (MANDATORY)		
PART: 1	Quotation Letter submitted, clearly indicating the bid validity period	YES
	Proof of having a warehouse or operating premises for electrical items or agreement with a local retailer.	YES
	Original good Standing Tax Certificate	YES
	Original good Standing Social Security	YES
	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	YES
	Certified Copy of company Registration Certificate	YES
	Completed and Signed Bid Security Declaration Form	YES
	A valid certificate indicating SME Status;	YES
	Technical Information (MANDATORY)	
PART :2	Fully completed and signed (Section V): Specifications And Compliance Sheet	YES
	Fully completed and signed Technical Deviation Schedules	YES
Financial Information (MANDATORY)		
PART:3	Completed and Signed List of items and Price Schedule (Section III)	YES
Additional Information		
PART:4	Delivery schedule	<Six (6) weeks Streetlights <10weeks High mast
	Submit a reference letter for Electrical Materials offered from any Namibian utility or electrical distributor.	YES

11. Technical Compliance

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

12. Prices and Currency of Payment

Prices shall be fixed in Namibian Dollars.

13. Margin of Preference

N/A

14. Award of Contract

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

15. Performance Security

N/A

16. Notification of Award and Debriefing

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

SECTION II: QUOTATION LETTER

(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>	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to supply the items listed in the attached List of Goods and Price Schedule as per the defined specifications, *except for the qualified deviations [Bidder may delete this phrase in case of no deviation]* and, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

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

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

We have read and understood the content of the *Bid 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 to *[forfeiture of the security amount / disqualification on the grounds mentioned in the BD]*.

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

We confirm that the prices quoted in the List of Goods and Price Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract **prior to the expiry** date of the quotation validity.

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

Quotation Authorised by:

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

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

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***

Appendix to Quotation Letter

Bid Security (Bank Guarantee) (Not Applicable)

.....[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)].....

	2.5mm trailing cable (for 3-phase supply) complete								
1.6	Supply and Deliver Scissor mast Maintenance Set	1	No.						
1.7	Supply and Deliver Test Lead (3Pin, 16A, 10m long)	1	No.						
2.	Stepped Galvanised High Tensile Steel Streetlighting poles as specified - including equipment mounting plate, rails (400x400x3mm) baseplates, gland plate & glands, 10 A circuit breaker, access door, termination & wiring - complete. Access holes / doors to be about 1.3 - 2m above ground level.								
2.1	12 m Stepped Galvanised High Tensile Steel Street Light pole [mounting height 10m] Pole complete as specified. 76mm top OD	1	No.						
2.2	12 m Stepped Galvanised High Tensile Steel Street Light pole [mounting height 9m] Pole complete as specified 76mm top OD	1	No.						
2.3	9.5 m Stepped Galvanised High Tensile Steel Street Light pole [mounting height 8m] Pole complete as specified. 76mm top OD	1	No.						
3	Streetlighting Brackets (Pole top mounted or								

	Pole clamp mounted complete)								
3.1	76mm OD Pole Top mounted Galvanised Steel Gooseneck Pole Bracket 1,5m (Single equal curved radius) 15 degree angle	1	No.						
3.2	76mm OD Pole Top mounted Galvanised Steel Gooseneck Pole Bracket 2,5m (Single equal curved radius) 15 degree angle	1	No.						
3.3	76mm OD pole top 150mm Single Spigot	1	No.						
3.4	76mm OD pole top 150mm Double Spigot	1	No.						
3.5	Galvanised high tensile steel Pole clamp mounted Bracket approx 150mm single outreach Straight (To be mounted against wooden or steel poles that carry LV O/H lines 15 degree angle	1	No.						
3.6	Galvanised high tensile steel Pole clamp mounted Bracket approx.. 0.5m single outreach Curved / Straight (To be mounted against wooden or steel poles that carry LV O/H lines 15 degree angle)	1	No.						
3.7	Galvanised high tensile steel Pole clamp mounted Bracket approx 1.0m - 1,2m single outreach (To be mounted against wooden or	1	No.						

	steel poles that carry LV O/H lines. 15 degree angle)								
4	Side Entry Luminaires complete as specified.								
4.1	100W HPS Streetlighting luminaire BEKALANE or similar pre-approved complete with lamp as specified - side entry BEKA Lane or equal and approved	1	No.						
4.2	150W HPS Streetlighting luminaire BEKALANE or similar pre-approved complete with lamp as specified - side entry BEKA Lane or equal and approved	1	No.						
4.3	150W HPS Streetlighting luminaire BEKASTRADA or similar pre-approved	1	No.						
4.4	250W HPS Streetlighting luminaire BEKASTRADA or similar pre-approved complete with connections & lamp as specified - side entry or equal and approved	1	No.						
4.5	Istria 72W 4000Kelvin LED Light complete (Mat Silver Colour) (Regent Lighting) or similar pre-approved	1	No.						

5	Bottom Entry Luminaires complete as specified.								
5.1	100W HPS Streetlighting luminaire BEKALANE or similar pre-approved complete with lamp as specified - bottom entry BEKA Lane or equal and approved	1	No.						
5.2	150W HPS Streetlighting luminaire BEKALANE or similar pre-approved complete with lamp as specified – bottom entry BEKA Lane or equal and approved	1	No.						
5.3	250W HPS Streetlighting luminaire BEKASTRADA or similar pre-approved complete with connections & lamp as specified - bottom entry or equal and approved	1	No.						
6	Lamp's and accessories								
6.1	Armature 100W HPS or equal and approved	1	No.						
6.2	Ballast 125W Mercury Vapour or equal and approved	1	No.						
6.3	Ballast 400W/4.6A Mercury Vapour or equal and approved	1	No.						
6.4	Capacitor/250V or equal and approved	1	No.						
6.5	Daylight Switch/Plug in 3 pin or equal and approved	1	No.						

6.6	CFL 13/14 watt, 250 volt, ES. or equal and approved	1	No.						
6.7	CFL 13/14 watt, 250 volt, BC or equal and approved	1	No.						
6.8	CFL 20 watt, 250 volt, ES. or equal and approved	1	No.						
6.9	CFL 20 watt, 250 volt, BC or equal and approved	1	No.						
6.10	55 watt, 12 volt, traffic signage pigtail type or equal and approved	1	No.						
6.11	Fluorescent Lamps 40 watt, 1200mm, Medium Bi-pin or equal and approved	1	No.						
6.12	Fluorescent Lamps 65 watt, 1500mm, Medium Bi-pin or equal and approved	1	No.						
6.13	Fluorescent Lamps 55watt, 1800mm, single-pin or equal and approved	1	No.						
6.14	DISCHARGE LAMPS High Pressure Sodium 250 watt, Clear Tubular GES or equal and approved	1	No.						
6.15	DISCHARGE LAMPS High Pressure Sodium 250 watt, coated Elliptic GES or equal and approved	1	No.						
6.16	DISCHARGE LAMPS High Pressure Sodium 150 watt, Clear Tubular GES or equal and approved	1	No.						

6.17	DISCHARGE LAMPS High Pressure Sodium 150 watt, coated Elliptic GES or equal and approved	1	No.						
6.18	DISCHARGE LAMPS High Pressure Sodium 100 watt, Clear Tubular GES or equal and approved	1	No.						
6.19	DISCHARGE LAMPS High Pressure Sodium 100 watt, coated Elliptic GES or equal and approved	1	No.						
						TOTAL			
NAME:			POSITION: SIGNATURE				DATE		
NAME OF BIDDER:			ADDRESS:						

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

Currency: Exchange Rate:

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

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

Note: Council reserve the right to award the supply of a particular item to the Bidder that provided the lowest evaluated responsive cost / price per item. i.e Bidder A could be awarded the supply of High mast ,Bidder B the supply of the Streetlights and Bidder C for light fittings. Bidders are required to provide costing per item. The Exact Quantities required will be provided upon award and / or placement of purchase order.

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

- 1.** For the **Scissor 25m High Mast and Galvanized Poles & Outreach Gooseneck Brackets**) refer to the relevant sections as outlined in the Specification and performance requirements of **Annexure A (KEBU_SPEC_007)** (SPECIFICATION FOR LIGHTING SCISSOR MASTS & GALVANIZED POLES & OUTREACH GOOSENECK BRACKETS) and **Annexure B (KEBU_SPEC_007)** (Technical Compliance Schedules A and B).
- 2.** For the **LUMINAIRES** refer to the relevant sections as outlined in the Specification and performance requirements of **Annexure A (KEBU_SPEC_007.1)** (SPECIFICATION FOR STREETLIGHT LUMINAIRES) and **Annexure B (KEBU_SPEC_007.1)** (Technical Compliance Schedules A and B).
- 3.** For the **Galvanised Steel Straight Bracket** refer to the relevant sections as outlined in SECTION III: LIST OF GOODS AND PRICE
- 4.** For the **Lamps and Accessories** refer to the relevant sections as outlined in SECTION III: LIST OF GOODS AND PRICE

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **G/RFQ/KHPMUN-002/2020**

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	<p>For the Scissor 25m High Mast and Galvanized Poles & Outreach Gooseneck Brackets refer to the relevant sections as outlined in the Specification and performance requirements of Annexure A (KEBU_SPEC_007) (SPECIFICATION FOR LIGHTING SCISSOR MASTS & GALVANIZED POLES & OUTREACH GOOSENECK BRACKETS) and Annexure B (KEBU_SPEC_007) (Technical Compliance Schedules A and B)</p>	<p>Kindly complete Annexure B (KEBU_SPEC_007) (Technical Compliance Schedule B)</p>	<p>If Applicable Kindly complete the Deviation Notice Annexure C (KEBU_SPEC_007)</p>
2	<p>For the LUMINAIRES refer to the relevant sections as outlined in the Specification and performance requirements of Annexure A (KEBU_SPEC_007.1) (SPECIFICATION FOR STREETLIGHT LUMINAIRES) and Annexure B (KEBU_SPEC_007.1) (Technical Compliance Schedules A and B).</p>	<p>Kindly complete Annexure B (KEBU_SPEC_007.1) (Technical Compliance Schedule B)</p>	<p>If Applicable Kindly complete the Deviation Notice Annexure C (KEBU_SPEC_007.1)</p>
3	<p>For the Galvanised Steel Straight Bracket For Wooden Poles refer to the relevant items / good as described under SECTION III: LIST OF GOODS AND PRICE SCHEDULE</p>	<p>(Yes / No)</p>	<p>(Indicate below)</p>
4	<p>For the Lamps and Accessories refer to the relevant sections as outlined in SECTION III: LIST OF GOODS AND PRICE</p>	<p>(Yes / No)</p>	<p>(Indicate below)</p>

[Bidders should complete documents as required under 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.]

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/KHPMUN-002/2020**

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/KHPMUN-002/2020**

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: Keetmanshoop Municipality

Subject and GCC clause reference	Special Conditions
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is Keetmanshoop Municipality, 37 Hampie Plichta Avenue.
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: For the Keetmanshoop Municipality, 37 Hampie Plichta Avenue, P.Indongo.</p> <p>For the Supplier, the address and contact name shall be: _____</p>
Disputes GCC 10.2	<p>The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:</p> <p>If, after twenty-eight (28) 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>_____</p>
Delivery and Documents GCC 13.1	<p>The Goods are to be delivered within eight (8) to ten (10) weeks after acceptance/issue of Purchase Order for the scissor high mast and four (4) to six (6) weeks after acceptance/issue of Purchase Order for the streetlights and accessories. Deviation in delivery period shall not be accepted.</p> <p>The documents to be furnished by the Supplier are:</p> <p>(a) signed delivery note;</p>
Price Adjustment GCC 15.1	The price charge for the Goods supplied and the related Services performed “shall ” be adjustable according to Price Adjustment Formula .
Terms of Payment GCC 16.1	The structure of payments shall be: full payment following delivery of the Supplies and submission of an invoice and the documents listed in clause 13.1
Terms of Payment GCC 16.3	Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.

Subject and GCC clause reference	Special Conditions
Terms of Payment GCC 16.4 (a)	The price “ <i>shall not be</i> ” adjustable to the fluctuation in the rate of exchange.
Payment Period GCC 16.5	<p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p>i) On Acceptance: The Contract Price of goods received shall be paid no later than thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser’s name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser.</p> <p>ii) An interest rate of _____ is payable to the supplier by the purchaser for each day payment is delayed until payment has been made in full.</p>
Performance Security GCC 18.1	(i) No performance security is required
Discharge of Performance Security GCC 18.4	N/A
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be: _____
Insurance GCC 24.1	<i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation _____]</i>
Transportation GCC 25	The Goods shall be delivered to the buyer. Responsibility for arranging transportation of the goods shall be for the supplier. The Goods shall be delivered: Keetmanshoop Electricity Business Unit (KEBU) Technical Office, Keetmanshoop, Namibia DDP (Direct Duty Paid)
Inspection and Test GCC 26.1	<p>The inspection and tests shall be:</p> <ul style="list-style-type: none"> • Inspection of any visible damage. • Verification of compliance to specifications • Verification that all Routine and Type test certificates are in place.
Location of Inspection and Tests GCC 26.2	The inspections and tests shall be conducted at: <i>Keetmanshoop Municipality Electricity Business Unit.</i>

Subject and GCC clause reference	Special Conditions
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 period of validity of the warranty shall be: <i>1 year after commissioning</i> . For the purpose of the Warranty, the place(s) of the final destination(s) shall be: <i>Keetmanshoop Municipality</i> .
Repair and Replacement GCC 28.5	The period for repair or replacement shall be: <i>1 years after commissioning</i> .

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 = 0.15

b= 0.10

c= 0.75

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment =[insert number of weeks] weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SCHEDULE 1

(NOT APPLICABLE)

PERFORMANCE SECURITY (BANK GUARANTEE) (N/A)

[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		
	N\$	N\$
Raw Materials, Accessories & Components		
• Imported (CIF)	
• Local (VAT & Excise Duty Fee)
Labour Cost		
• Direct Labour
• Clerical Wages
• Salaries to Management
Utilities		
• Electricity	
• Water	
• Telephone
Depreciation		
Interest on Loans		
Rent		
Other (please specify)		
•	
•	
•
TOTAL COST		

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

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

SCHEDULE 3

QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: G/RFQ/KHPMUN-002/2020

Description	Attached	Not Attached
Evidencing Eligibility Documents:		
(a) have a valid certified company Registration Certificate;		
(b) A valid original of Good Standing Tax Certificate		
(c) A valid original of Good Standing Social Security Certificate		
(d) 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		
(f) Submit signed bid security declaration		
(g) Quotation Letter submitted, clearly indicating the bid validity period		
(h) Completed and signed "Section V: List of Goods and Price Schedule"		
(i) completed and signed Section VI: Specifications And Compliance Sheet"		
(j) Fully completed and signed Technical Schedules		
(k) Delivery of goods shall be 6 or less weeks after issue of Purchase Order for streetlight fittings and accessories; less than 10 weeks for High mast		
(l) The bidder must submit proof of having a warehouse or operating premises for electrical items or agreement with a retailer		
(m) Submit a reference letter for Electrical Materials offered from any Namibian utility or electrical distributor.		

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*