

Namibia Institute of Pathology Limited

Ref: **G/RFQ/NIP-37/2022**

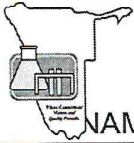
REQUEST FOR SEALED QUOTATIONS



Request for Sealed Quotations for Goods:

Request for the supply and delivery of
Stains on a standing order for twice
(2) the quantities

Procurement Reference No: G/RFQ/NIP-37/2022



Letter of Invitation

To: The Prospective Bidder

Procurement Reference Number: G/RFQ/NIP-37/2022

13 June 2022

Dear Sir/Madam,

Request for the Supply and Delivery of Stains on a standing order for twice (2) the quantities

The Namibia Institute of Pathology Limited (NIP) 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 **Ms. Saima Shikongo, Assistant Procurement Officer, Namibia Institute of Pathology Limited, NIP HOUSE, c/o Hosea Kutako & Rowan Street, Windhoek, Namibia** Tel +264 61 295 4087/0811432849, Email saima.shikongo@nip.com.na.

Request for clarifications should be received three (3) days prior to the deadline set for submission of bids.

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, 2022-06-13


Ms. Rebecca Haipinge
Head of Procurement Management Unit



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The **Namibia Institute of Pathology Limited (NIP)** 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 ninety **(90) days** from the date of submission deadline.

4. Eligibility Criteria

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

- (a) Have a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a valid company Registration Document;

The company registration document must also clearly indicate ownership;

- (b) Have an original or a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a valid good Standing Tax Certificate, as certified by the Commissioner of Oath. **Certificate should be valid as at the date of bid submission.**

- (c) Have an original or a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a valid good Standing Social Security Certificate, as certified by the Commissioner of Oath. **Certificate should be valid as at the date of bid submission.**
- (d) Have a valid certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), 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 or a valid certified copy of the original document, as certified by the Commissioner of Oath. **Certificate should be valid as at the date of bid submission.**
- (e) Submit a signed Bid Securing Declaration;
- (f) 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 General conditions of Contract if it is awarded the contract or part thereof.
- (g) Written Power of Attorney or make a Close Corporation resolution to self for the signatory of the bid (template on page 12 to be completed, signed, and stamped). Note: Not Applicable to Sole Owners of entities.
- (h) Signed the Local Sourcing Declaration on page 13, as per Directive issued on the 14 December 2020 in terms of Section 73 of the Public Procurement Act, 15 of 2015 on preferential procurement and reservation to local suppliers (supplier shall have to ensure 65% local content for the procurement of services).
- (i) 100% owned SME's and entities which are 51% or more owned by Namibian citizens and these shall have a bank account at a Namibian banking institution; or

Joint Venture (JV) partnership with at least 51% or more equity owned by Namibian citizens and the JV shall keep a bank account at a Namibian Banking institution. Joint Venture agreement must be submitted with the bid.
- (j) Complete the Company Shareholding Information form on page 11.
- (k) Bidder **must** operate a company registered as a service provider of clinicals/pharmaceutical/laboratory consumables (company

registration/founding statement document submitted with the bid document must ascertain the services provided).

- (l) Proof of Namibian bank account (in the case of Joint Ventures, where a joint venture account is not yet opened, proof by one of the joint venture partners).
- (m) The bidder **must** submit a detailed quotation on its company letter head, in addition to Section III: List of Goods and Price Schedule.
- (n) Each page of the bid document **must** be signed (where applicable) and initialled by such person(s) legally authorized to sign on behalf of the company.
- (o) The bidder **must** submit a complete bidding document as issued (incomplete bidding documents will not be considered).
- (p) A Bidder that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission or thereafter, shall be disqualified.

Bids from service providers appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available at:

- African Development Bank
<https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures>
- Asian Development Bank
<http://lnadbg4.adb.org/oga0009p.nsf/sancALLPublic?OpenView&count=999>
- European Bank for Reconstruction and Development
<http://www.ebrd.com/pages/about/integrity/list.shtml>
- Inter-American Development Bank Group
<http://www.iadb.org/en/topics/transparency/integrity-at-the-idb-group/sanctioned-firms-and-individuals,1293.html>
- World Bank Group

Note: In the case of Joint Ventures (JV), each JV partner must comply with

item a, b, c, d, j and p above.

5. Bid Securing Declaration

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

6. Delivery

Delivery shall be **four (4) weeks** after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted.

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

- Check if the goods are brand new;
- Check if the goods are not damaged and
- Check if the goods meet the specifications.

7. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the **Namibia Institute of Pathology Limited (NIP)** 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 **Namibia Institute of Pathology Limited (NIP) HEAD OFFICE Erf 4937, Corner of Rowan Street and Hosea Kutako Drive, Windhoek, Namibia**, not later than **Monday, 20 June 2022 at 11H00am**. Quotations by post or hand delivered should reach **Namibia Institute of Pathology Limited (NIP) HEAD OFFICE Erf 4937, Corner of Rowan Street and Hosea Kutako Drive, Windhoek, Namibia**, 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 **Namibia Institute of Pathology Limited (NIP)** 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 **Namibia Institute of Pathology Limited (NIP)** and available to any bidder on request within three working days of the Opening.

10. Evaluation of Quotations

The **Namibia Institute of Pathology Limited (NIP)** shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of price or ownership cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

11. Technical Compliance

Bidders shall submit 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 the **Namibia Institute of Pathology Limited (NIP)** 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

Quotations shall be fixed in Namibian Dollars and all payments will be made in this currency. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services and shall include all duties. The whole cost of performing the **services** shall be included in the items stated, and the cost of any incidental services shall be deemed to be included in the prices quoted. Prices shall be fixed in Namibian Dollars.

13. Margin of Preference

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

Not Applicable

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

Not Applicable

14. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to supply 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. Notification of Award and Debriefing

The **Namibia Institute of Pathology Limited (NIP)** 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 **Namibia Institute of Pathology Limited (NIP)** 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: [name of Public Entity]	Namibia Institute of Pathology Limited
Procurement Reference Number:	G/RFQ/NIP- 37/2022
Subject matter of Procurement:	Supply and Delivery of Stains on a standing order for twice (2) the quantities

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 Securing Declaration* (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to *[disqualification on the grounds mentioned in the BD]*.

The validity period of the Quotation is ninety (90) days from the date of the bid submission deadline.

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

The delivery period 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.: G/RFQ/NIP-37/2022

To: **Namibia Institute of Pathology Limited (NIP)**

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**



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.*

COMPANY SHAREHOLDING INFORMATION FORM

PROCUREMENT REFERENCE NUMBER: G/RFQ/NIP-37/2022

Name of shareholders and the percentage shares owned:

Name of Shareholder	Namibian (Yes/ No)	Previously Disadvantage Namibian (Yes/ No)	Non-Namibian Citizen (Yes/ No) If not Namibian, State Nationality	Full time employed by the bidder (Yes/No)	Percentage shares owned woman and youth	Percentage shares
						Total = 100%

Date: [insert day, month, and year]

Note: Not Applicable to Sole Owners of entities

**The Chief Executive Officer
Namibia Institute of Pathology (NIP)
PO Box 277
Windhoek
Namibia**

Dear Sir/Madam,

RE: PROCUREMENT REFERENCE NUMBER: **G/RFQ/NIP-37/2022**: SPECIAL POWER OF ATTORNEY

The undersigned person is herewith granted a special power of attorney to initial and sign the standard bidding document for the purposes of procurement process [insert procurement reference number].

Title, Name and Signature _____

Such authorization has been conferred by the Board of Directors by way of a Board Resolution/ Member's Resolution [delete where appropriate] dated [insert date of board/member's resolution] attached hereto, to act on our behalf and in our name. The actions and representations of the aforementioned person shall be binding upon the grantors.

Place _____
Date _____
Name _____

Signature and Company Stamp
(Duly authorized to confirm such Special Power of Attorney)

LOCAL SOURCING DECLARATION
(Section 73 of Act) and (Regulation 37 (5) and 56(2))

Date: _____

PROCUREMENT REFERENCE NUMBER: **G/RFQ/NIP-37/2022**

To: _____

[insert complete name of Public Entity]

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 local sourcing declaration by the bidders. I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of –

If found that the goods, works and services are found to be not meeting the local content and is not supplied by the suppliers based and operating from the 14 regions of Namibia, and where the goods are required.

I/We* understand this local sourcing declaration cases 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 local sourcing declaration]

Name:

[insert complete name of person signing the local sourcing 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 joint venture, the local sourcing declaration must be in the name of all partners to the joint venture that submits the bid.] *delete if not applicable.

SECTION III: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: Supply and Delivery of Stains on a standing order for twice (2) the quantities

Procurement Ref No. G/RFQ/NIP-37/2022

NOTE: THE SUCCESSFUL SUPPLIER WILL BE REQUIRED TO DELIVER ON REQUEST ON A STANDING ORDER UP TO THE MAXIMUM OF THE INDICATED QUANTITIES

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.				E	F	G	H	I	J	
				*	Price per unit NAD ¹	Total price without VAT NAD	VAT: NAD	Delivery weeks (days/months only)	NB: Please indicate brand name and country of origin	
1	Sterile Normal Saline 400ML	72 x 2 144	500ml Bottle							
2	Acid Alcohol 3%	60 x 2 120	1L Bottle							
3	Ziehl Neelsen Carbon Fuchsin	60 x 2 120	1L Bottle							
4	Merthiolate/Formalin (FM) Stain	2 x 2 4	1L Bottle							
5	Grams Crystal Violet Stain	60 x 2 120	1L Bottle							
6	Grams Decolouriser	80 x 2 160	1L Bottle							

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Note: The successful supplier will be required to deliver on request on a standing order up to the maximum of the indicated quantities

1. This RFQ document, General Conditions of the Contract, specifications, and bidders' submitted documents shall constitute the performance contract.
2. The shelf life of the product must not be less than nine (9) months from date of delivery.
3. The delivery period must be indicated in days/weeks only under section III: List of Goods and Price Schedule. Indication of ex-stock will not be accepted.
4. The bidder is required to indicate the country of origin/ country of manufacture for each item under section III: List of Goods and Price Schedule.
5. The bidder is required to quote as per the unit of measurements indicated in Column D of Section III: List of Goods and Price Schedule. Should the bidder quote for an alternative unit of measure, then the bidder is required to mark with a * in Column E of Section III: List of Goods and Price Schedule and indicate the unit of measurement quoted for.
6. The Namibia Institute of Pathology Limited (NIP) reserves the right:
 - 6.1 to award based on faster delivery time; and
 - 6.2 terminate if the supplier fails to deliver any or all of the Goods within the period specified.

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: G/RFQ/NIP-37/2022

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
1	The shelf life of the product must not be less than nine (9) months from date of delivery.		
2	Did the bidder quote as per the unit of measurements indicated in Column D of Section III: List of Goods and Price Schedule. If not, did the bidder mark with a * in Column E of Section III: List of Goods and Price Schedule and indicate the unit of measurement quoted for? Also indicate equivalent unit of measurement quoted offered, if applicable.		
3	Is the bidders' Insurance coverage DDP (Delivery Duty Paid)?		
4.	Did the bidder indicate the delivery period?		

[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:	

Section VII Special Conditions of Contract 20

Authorised for and on behalf of:	Company	
----------------------------------	---------	--

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods - Ref. **G/RFQ-GCC** on the website of the **Namibia Institute of Pathology Limited** (<https://nip.com.na/wp-content/uploads/2021/09/General-Conditions-of-Contract-for-Request-for-QuotationGoods-4.pdf>) except were 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 were modified by the Special Conditions below.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: G/RFQ/NIP-37/2022

The clause numbers given in the first column correspond to the relevant clause number of the GCC.

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1(h)	The purchaser is: Namibia Institute of Pathology Limited (NIP)
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is Namibia Institute of Pathology Limited (NIP), Warehouse, Windhoek Central Hospital grounds, corner of Ooievaar and Florence Nightingale Street, Windhoek, Namibia.
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.

Section VII Special Conditions of Contract 22

Subject and GCC clause reference	Special Conditions
Notices GCC 8.1	<p>Any notice shall be sent to the following addresses:</p> <p>For the Namibia Institute of Pathology Limited (NIP), the address and the contact name shall be: Ms. Kapena Tjombonde, P.O. Box 277, Windhoek, Namibia. Email: Kapena.Tjombonde@nip.com.na.</p> <p>For the Supplier, the address and contact name shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
Disputes GCC 10.2	<p>The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: As per the laws of the Republic of Namibia.</p>
Delivery and Documents GCC 13.1	<p>The Goods are to be delivered strictly within four (4) weeks 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> <p>(b) Invoice</p>
Price Adjustment GCC 15.1	<p>The price charge for the Goods supplied and the related Services performed shall not be adjustable.</p> <p>If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used</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>

Section VII Special Conditions of Contract 23

Subject and GCC clause reference	Special Conditions
Payment Period GCC 16.5	<p>The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:</p> <p>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>
Performance Security GCC 18.1	No performance security is required.
Discharge of Performance Security GCC 18.4	No performance security is required.
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be according to the manufacturer's instructions
Insurance GCC 24.1	The insurance coverage shall be Carriage and Insurance Paid (CIP) as specified in the Incoterms.
Transportation GCC 25	The Goods shall be delivered: Delivered Duty Paid (DDP)
Inspection and Test GCC 26.1	<p>The inspection and tests shall be:</p> <ul style="list-style-type: none"> • Check if the goods are brand new; • Check if the goods are not damaged; and • Check if the goods meet the specifications.
Location of Inspection and Tests GCC 26.2	The inspections and tests shall be conducted at: Namibia Institute of Pathology Limited (NIP), Warehouse, Windhoek Central Hospital grounds, corner of Ooievaar and Florence Nightingale Street, Windhoek, Namibia.
Liquidated Damages GCC 27.1	Liquidated damages for the whole contract are 10% of the final contract price.

Section VII Special Conditions of Contract 24

Subject and GCC clause reference	Special Conditions
Warranty GCC 28.3	<p>The period of validity of the warranty shall be: one (1) year.</p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be:</p> <p>Namibia Institute of Pathology Limited (NIP), NIP House, Corner of Hosea Kutako Drive and Rowan Street, Windhoek</p>
Repair and Replacement GCC 28.5	<p>The period for repair or replacement shall be: seven (7) day(s) for repair and thirty (30) day(s) for replacement</p>

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

- 15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P_1 = adjustment amount payable to the Supplier.
- P_0 = Contract Price (base price).
- a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- L_0, L_1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
- M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a , b , and c as specified by the Purchaser are as follows:

Section VII Special Conditions of Contract 25

a = *[insert value of coefficient]*

b= *[insert value of coefficient]*

c= *[insert value of coefficient]*

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

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

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

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

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

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

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/NIP-37/2022

Description	Attached	Not Attached
Duly completed Quotation Letter		
Duly completed List of Goods and Price Schedule		
Duly completed Specification and Compliance Sheet		
Duly completed Bid Securing Declaration		
Have a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a valid company Registration Document; The company registration document must also clearly indicate ownership;		
Have an original or a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a valid good Standing Tax Certificate, as certified by the Commissioner of Oath;		
Have an original or a certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of a valid good Standing Social Security Certificate, as certified by the Commissioner of Oath;		
Have a valid certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), 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 or a valid certified copy of the original document, as certified by the Commissioner of Oath;		
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 the General conditions of Contract if it is awarded the contract or part thereof.		
Written Power of Attorney or make a Close Corporation resolution to self for the signatory of the bid (template on page 12 to be completed, signed and stamped). Note: Not Applicable to Sole Owners of entities.		
Signed the Local Sourcing Declaration on page 13, as per Directive issued on the 14 December 2020 in terms of Section 73 of the Public Procurement Act, 15 of 2015 on preferential procurement and reservation to local suppliers (supplier shall have to ensure 65% local content for the procurement of services).		
Bidder must operate a company registered as a service provider of clinicals/pharmaceutical/laboratory consumables (company registration/founding statement document submitted with the bid document must ascertain the services provided).		
Complete the Company Shareholding Information form on page 11.		
Proof of Namibian bank account (in the case of Joint Ventures, where a joint venture account is not yet opened, proof by one of the joint venture partner).		
Has the bidder submitted a detailed quotation on its company letter head, in addition to Section III: List of Goods and Price Schedule.		
Is each page of the bid document signed (where applicable) and initialled by such person(s) legally authorized to sign on behalf of the company.		
Did the bidder must submit a complete bidding document as issued (incomplete bidding documents will not be considered).		

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.