



Procurement Policy Unit

(Established under section 6 of the Public Procurement Act, 2015)

Ref: **G/RB/ID** – X/20X

STANDARD BIDDING DOCUMENTS

for

RESTRICTED BIDDING

[Issued in terms of section 7(1)(i) of the Public Procurement Act, 2015]

(Goods)

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[This template may be used for procurement of goods through restricted bidding for contract amount of up to NAD 3 000 000. The Public Entity may include attachments with further details to define specifications and/or scope of related services. Guidance in italics for preparing the Informal Quotation Form shall not appear in the final text.]

STANDARD FORMAT FOR REFERENCE NUMBERS:

P/M/ID - X/20X

Guidance notes

1. *P – Procurement Category* (select appropriate abbreviation below)

- a) *Goods – G*
- b) *Works – W*
- c) *Consultancy Services – SC*
- d) *Non-Consultancy Services – NCS*

2. *M – Procurement Method* (select appropriate abbreviation below)

- a) *Open National bidding – ONB*
- b) *Open International Bidding – OIB*
- c) *Restricted Bidding – RB*
- d) *Request for Sealed Quotation – RFQ*
- e) *Emergency Procurement – EP*
- f) *Execution by Public Entities – EPE*
- g) *Request for Proposals – RP*
- h) *Direct Procurement – DP*
- i) *Electronic Reverse Auction – ERA*
- j) *Small Value Procurement – IQ*

3. *ID – Organizational Identity* (select appropriate abbreviation below)

- a) *Office/Ministry/Agencies - Budget Vote Number*
- b) *Public Enterprise – Official abbreviation of Public entity name*
- c) *Regional Council & Local Authority - Official abbreviation of Public entity name*

4. *X – Procurement Contract Number for the Financial Period*

5. *20X – Procurement year*

[Use Public Entity's Letter Head/LOGO]

RESTRICTED BIDDING FOR GOODS

[insert subject matter of procurement]



Procurement Reference No: G/RB/ID – X/20X

*[insert name of the Public Entity, address, phone & fax numbers, email address
and date]*

[Use Public Entity's letter head/Logo, address, telephone and fax numbers]

Letter of Invitation

[Name and Address of Bidder]

[Procurement Reference Number]

[Date]

Dear Sirs,

Invitation for Bids for Supply of *[insert subject matter of procurement]*

The *[Public Entity]* 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 *[insert name and address of contact person]*.

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

Yours faithfully,

[Signature and Name of Secretary to the Procurement Committee]

SECTION I: INVITATION FOR BIDS

1. Rights of Public Entity

The [*Public Entity*] reserves the right:

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

2. Preparation of Bids

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 Security/Bid Securing Declaration*, [*Public Entity to select as appropriate*]; and
- (b) the List of Goods and Price Schedule in 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 Invitation for Bids 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 [*insert number*] days from the date of submission deadline.

4. Eligibility Criteria

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

- (a) have a valid company Registration Certificate;
- (b) have an original 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) [*public entity to select appropriate*] Submit bid valid security/Submit signed Bid-securing Declaration.
- (g) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- (h) [*insert any other additional eligibility criteria*]

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 *an amount of NAD.....[based on 0.05% - 2% of your budget estimate for the procurement] OR% [insert percentage within the following range: 0.05% - 2% of the quoted price] valid up to [validity period of bid security must be 30days beyond the quotation validity period]*

[Public Entity shall insert amount/percentage of bid security and validity period, if a Bid Security is applicable].

6. Delivery

Delivery shall be *[insert number of days/weeks/months]* after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted/shall be considered if such deviation is reasonable. *[Public Entity to select as appropriate].*

6.1. The following tests and inspections will be conducted on the goods at delivery:
[public entity to list detailed test and inspection procedure]

7. Sealing and Marking of Bids

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

Bids should be deposited in the Quotation/Bid Box located at *[insert address]* or forwarded by fax *[insert fax number]*¹, not later than *[insert date and time]*. Bids by post or hand delivered should reach *[insert address]* by the same date and time at latest. Late bids will be rejected. Bids received by e-mail will not be considered.

9. Opening of Bids

Bids will be opened by the “Public Entity” at *[insert address]* at *[insert date and time]* Bidders or their representatives may attend the Bid Opening if they choose to do so.

10. Evaluation of Bids

The Public Entity shall have the right to request for clarifications 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 bid.

11. Documents Establishing Conformity of Goods and Related Services *[the list mentioned hereunder may be amended by Public Entity to supplement requirements for a specific procurement]*

Bidders shall submit along with their bids the documents marked hereunder:

(a)	Documents to establish conformity of goods as specified in Schedule of Requirements, highlighting deviations, if any, so as to establish substantial responsiveness of the proposed goods item;	<input type="checkbox"/>
(b)	A list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the Specification and Performance Requirement Sheet, following commencement of the use of the goods.	<input type="checkbox"/>
(c)	Documentary evidence to establish to the satisfaction of the Purchaser that goods proposed, as per other than the brand name, catalogue numbers or standard as	<input type="checkbox"/>

¹ Insert number of fax machine secured for bids not to be disclosed before the set date and time.

	specified by the Purchaser, ensures substantial equivalence or are superior.	
(d)	Evidence of the bidder's technical capacity to be furnished by one or more of the following means: (i) a list of the principal deliveries effected in the past three years, with the sums, dates and recipients, whether public or private, involved; and (ii) Type test certificates drawn up by official quality control institutes or agencies of recognized competence attesting the conformity of the goods with respect to specifications conformity.	<input type="checkbox"/> <input type="checkbox"/>
(e)	Documentary evidence to establish Bidder's ability to provide the service or to execute the installation with regard to their skills, efficiency, experience and reliability.	<input type="checkbox"/>

12. Technical Compliance

Bidders shall submit along with their bids 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 and 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 Bids

[Public Entity to customise this clause as appropriate. Public Entity may allow for prices to be adjustable to change in rates of exchange of currency, price variation etc. depending on the behaviour of the market in respect of the specific goods items being procured.]

Bids shall be fixed in Namibian Dollars.

Goods supplied from overseas delivered to the Public Entity at port of entry shall be on a CIF/CIP basis mentioning the ports of loading and entry with a breakdown in FOB, freight charges and insurance charges for evaluation purpose. The Purchaser reserves the right to subsequently choose any of the possible INCOTERMS conditions at placement of order.

14. Margin of Preference

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

[To be inserted if applicable]

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

[To be inserted if applicable]

15. Award of Contract

The Bidder having submitted the lowest evaluated responsive bid 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 and General Conditions of Contract.

16. Performance Security

[This paragraph shall be deleted if Performance security is not applicable]

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of *[insert percentage between the following range: 10 to 15 %]* of the contract price.

17. 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: BID LETTER

(to be completed by Bidders)

*[Complete this form with all the requested details and submit it as the first page of your bid with the Price list and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RB prevail over any attachments. **If your bid is not authorised, it will be rejected***

Bid 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 Invitation for Bids referenced above.

We confirm that we are eligible to participate in this bidding exercise and meet the eligibility criteria specified in Section 1: Invitation for Bids.

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 to *[forfeiture of the security amount / disqualification on the grounds mentioned in the BD]*.

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

We confirm that our quoted prices 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 bid validity.

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

Bid 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		

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

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**

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

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.*

FOR GOODS TO BE SUPPLIED BY OVERSEAS SUPPLIERS OR LOCAL AGENTS DELIVERED TO THE PURCHASER AT PORT OF ENTRY

BID FOR: [to be completed by Public Entity].....

Procurement Ref No.

INSTRUCTIONS TO THE PUBLIC BODY				INSTRUCTION TO BIDDERS							
At time of preparation of the IFB, Columns A to D shall be filled in by the Public Entity. Where specification are necessary, use section V and indicate "S" under column B [To be filled by the Public Entity]				<u>Bidders shall fill-in columns E - K and fill the total stating currency</u> F= mark with a *if an equivalent is quoted J= Rate per unit CIF/CIP (F+G+H) K=Total price for one item (C x I) • 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	J	K	
Item no.	Description of Goods	Quantity required	Unit of measures	*	Unit Price FOB	Freight Charges per unit	Insurance Charges per unit	Unit price CIF/CIP	CIF/CIP ¹ Price per line item	Delivery (weeks/months)	Country of Origin
1.											
2.											
3.											
4.											
5.											
6.											
7.											
8.											
								TOTAL			
NAME:		POSITION:			SIGNATURE			DATE OF SIGNING			
NAME OF COMPANY:		ADDRESS:									

1 Price quoted as CIF payable to foreign suppliers may be in foreign currency except where the local Agent is itself the bidder the price payable to the local agent shall be in Namibian Dollars equivalent as per exchange rate prevailing on date payment is made to obtain negotiable document drawn up on Purchaser's name.

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

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENT

[the Public Entity shall use this section to specify its Technical Requirements for the goods items, Inspection and Examination, and the Scope of Related Services, as applicable.]

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: _____

[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.]

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D

* Columns A and B to be completed by Public Entity.

Specifications and Compliance Sheet Authorised By:

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:		Company	

SECTION VI: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

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 VII: 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 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 _____
Settlement of Dispute GCC 10.2	Arbitration proceedings shall be conducted in accordance to the following rules: _____
Delivery and Documents GCC 13.1	The Goods are to be delivered within _____ days from the date of Purchase Order or Letter of Acceptance. The shipping and other documents to be furnished by the Supplier are: (a) signed delivery note;
Price Adjustment GCC15.1	The Price <i>[shall/shall]</i> not be adjustable

Section VII Special Conditions of Contract 18

Subject and GCC clause reference	Special Conditions
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.
Terms of Payment GCC 16.4	The currency of payment shall be the currency of order specified in the List of Goods, Price Schedule and Product details in the Statement of Requirements.
Payment Method 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 style="padding-left: 40px;">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>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>
Performance Security GCC 18.1	<p>(i) No performance security is required*or</p> <p>(ii) A performance security in the form of a bank guarantee representing <i>[insert percentage 10 – 15%]</i> of the final contract price shall be required.*</p> <p>* Delete as appropriate</p>
Discharge of Performance Security GCC 18.4	The performance security will be discharged no later than: <i>[insert number of days]</i>
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be: _____
Insurance GCC 24	<i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation]</i>
Subject and GCC clause reference	Special Conditions
Transportation GCC 25	The Goods shall be delivered: <i>[Incoterm for transportation]</i> .
Inspection and Tests GCC 26.	<p><i>[The Purchaser may consider the application of this clause as appropriate for procurement of equipment or other goods items from both overseas and local suppliers.]</i></p> <ol style="list-style-type: none"> 1. <i>[insert detailed test and inspection procedures]</i> 2. <i>[insert location(s) where tests and inspections will be carried out]</i>

Section VII Special Conditions of Contract 19

Subject and GCC clause reference	Special Conditions
Liquidated Damages GCC 27.1	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]</i> of the final contract price.
Warranty GCC 28.3	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 ____
Repair and replacement GCC 28.5	The period for repair and replacement of defects shall be: <i>[insert number of days/weeks/months]</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:

- 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:

- $a = [insert\ value\ of\ coefficient]$
- $b = [insert\ value\ of\ coefficient]$
- $c = [insert\ value\ of\ coefficient]$

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

Section VII Special Conditions of Contract 21

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

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

Beneficiary: *[insert complete name of Purchaser]*

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(s)² 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]*,³ and any demand for payment under it must be received by us at this office on or before that date.

.....**Bank’s seal and authorized signature(s)**

² The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, in the currency of the Contract.

³ 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 16.2 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		
	NAD	NAD
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		

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

- The cost structure should be certified by a Certified Accountant

SCHEDULE 3**BID 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 (please tick if submitted and cross if not)
Bid Letter	
List of Goods and Price Schedule	
Specification and Compliance Sheet	
Bid Security(if applicable)	
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 bid 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.*