REPUBLIC OF NAMIBIA

OMUSATI REGIONAL COUNCIL

PROCUREMENT MANAGEMENT UNIT

Tel: +264-65-251800
Fax: +264-65-251078
E-mail: info@omusatirc.gov.na
Website: www.omusatirc.gov.na
Enq: Ms Toini Amunyela

OMUSATI REGIONAL COUNCIL
PRIVATE BAG 523 OUTAPI
PROCUREMENT MANAGEMENT UNIT
17 NOV 2026
Tel: 065-251019
Fax: 065-251078

Erf 1080 Namaungu Street
P/ Bag 523
OUTAPI

17 November 2026

Request for Sealed Quotations
For Goods

Bidding Document
for

SUPPLY AND FITTING OF TYRES FOR OMUSATI REGIONAL COUNCIL - DIRECTORATE OF HEALTH AND SOCIAL SERVICES

Name of Bidder: .....

E-mail of Bidder: .....

Contact No. of Bidder: .....

Bid Amount in Number: .....

Bid Amount in words: .....

.....

Procurement Reference No: G/RFQ/ORC-31/2026/2027

REPUBLIC OF NAMIBIA

OMUSATI REGIONAL COUNCIL

PROCUREMENT MANAGEMENT UNIT

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Enquiries: Ms Toini Amunyela

Erf 1080 Namaungu Street
Private Bag 523
OUTAPI

17 November 2026

Letter of Invitation

To Potential Bidders

Reference Number: G/RFQ/ORC-31/2026/2027

Dear Sir/Madam,

SUPPLY AND FITTING OF TYRES TO OMUSATI REGIONAL COUNCIL, DIRECTORATE OF HEALTH AND SOCIAL SERVICES.

1. The Omusati Regional Council invites you to submit your best quote for the goods described in detail hereunder.

2. Any resulting contract shall be subject to the terms and conditions referred to in the document. Queries, if any, should be addressed to **Mr Martin Ausiku, Tel: 065-251019**

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

4. Your Quotation should reach Omusati Regional Council on or before Friday, **27 November 2026, by 10h00**

Yours faithfully,

OMUSATI REGIONAL COUNCIL
PRIVATE BAG 523 OUTAPI
PROCUREMENT MANAGEMENT UNIT
17 NOV 2026
Tel: 065-251019
Fax: 065-251078

Martin Ausiku

Head of Procurement Management Unit

OMUSATI REGIONAL COUNCIL
PRIVATE BAG 523 OUTAPI
PROCUREMENT MANAGEMENT UNIT
17 NOV 2023
Tel: 065-251019
Fax: 065-251078

INTRODUCTORY PROVISIONS

Definitions

"Accounting Officer" means the accounting officer of a public entity or if the accounting officer is, absent or is for any other reason unable to perform his or her functions.

(i) A person acting accounting officer with the written authority of the accounting officer, or a person appointed as acting accounting officer in terms of section 21 (1) (a) of the Public Service Act, 1995 (Act No. 13 of 1995; and

(ii) In the case of a public entity governed by a board, local authority, regional council or a similar governing body the person acting as accounting officer with the written authority of the board, local authority council, regional council or governing body.

"Affidavit" –a written statement confirmed by oath or affirmation, for use as evidence in court.

"Associate" means the relation to the disclosure of interest, which includes:

(a) A co-shareholder of a company incorporated under Chapter 4 of the Companies Act, 2004 (Act No. 28 of 2004) Or an entity established by an Act of Parliament including subsidiaries of such an entity.

(b) A co-member of a close corporation contemplated in section 2 of the Close Corporations

(c) A person to whom one has granted or whom one has received a general power of attorney

(d) A trustee or beneficiary of a trust contemplated in section 1 of the Trust Monies Protection Act, 1934 (Act No. 36 of 1934).

(e) Co-members of a co-operative registered under the Co-operatives Act, 1996 (Act No. 23 of 1996); or

(f) Partners in a partnership or joint venture or similar arrangement

"Bid" means an offer or proposal submitted in response to a request to supply goods, works or services, or any combination thereof, and, where applicable includes any prequalification process.

"Bidder' means a participant in procurement or prequalification process and includes a contractor.

"Bidding document"

(a) Means any document issued by a public entity because of which bidder prepare bids.
(b) Including any document, which contains instructions to bidder, specification, maps, designs, terms of references, evaluation criteria, and bills of quantities, conditions of contract or other similar items.

"Contractor" means a person who has entered into a procurement contract with a public entity.

"Close relative" means a spouse, child, grandchild, parent or sibling, cousin, nephew, niece, aunt, uncle, father-in-law, mother-in-law, son in law, daughter in law, brother-in-law, and sister-in-law

"Exclusive Preferences" means the preference given to local suppliers in the procurement, or evaluation of bids for the procurement of goods, works and services reserved in terms of section 72 of the Act.

"Guidelines"- means guidelines issued in terms of section 7.

"Local supplier" means a supplier who complies with the criteria stated in section 71 (3) and whose goods, works or services complies with the minimum local content as may be determined by the Minister in the codes of good practice issued in terms of section 70

"Margin of preference" means a percentage of price preference given to a bidder who meets the specified criteria as determined in paragraph 9 and 10.

"Micro, Small, and medium enterprise" Means an enterprise that has a valid micro, small and medium enterprise certificate issued by the ministry responsible trade.

"Namibian Citizen" means a citizen of Namibia by Virtue of Article 4 of the Namibian Constitution and the Namibian Citizenship Act, 1990 (Act No. 14 of 1990.

"Non-consultancy services" means any service other than consultancy services and services incidental to the supply of goods or the execution of works.

"Policy unity" – means the Procurement Policy Unit established in terms of section 6;

"Prescribed" – Means prescribed by regulation

"Procurement" means the acquisition of goods, works, consultancy service or non-consultancy services by any means, including purchase, rental, lease or hire purchase.

"Procurement Committee" means the procurement Committee of a public entity constituted in terms of section 25;

"Procurement Management Unit" means the division or department in a public entity that is responsible for the execution of procurement functions constituted in terms of section 25;

"Procurement contract" means a contract between a public entity and a supplier resulting from a procurement process.

"Public entity" – means any office ministry of agency of the Government and includes;

(a) A local authority;
(b) A regional council;
(c) A public enterprise as referred to in the public Enterprises Governance Act, 2006 (Act No. of 2006);
(d) A body or trust that is owned or controlled by the Government, when engaged in any procurement individually or in consortium; and
(e) An entity declared as public entity in terms of section 5 of the Public Procurement Act.

"Price preferences" means a percentage by which offered bid prices for goods, works or services are reduced for purposes of bid evaluation as a margin of preference scored by a bidder from a specific category of local suppliers

"Previously disadvantaged" Persons means person contemplated in Article 23(2) of the Namibian Constitution an includes;

(a) Women; and

(b) Persons with any disability as defined in the National Disability Council Act, 2004 (Act No. 26 of 2004).

"Responsive" in a relation to a bid, means responsive to the basic requirement of a bid regarding ability to perform and complete on time.

"Reservations" means the setting a side of certain goods, works or services for procurement by public entities or the board exclusively from local suppliers.

"Services" means any object of procurement, a contract or framework agreement for consultancy and non-consultancy services.

""Supplier" means a person delivering goods, works, consultancy services or other services.

"Threshold" means a threshold amount prescribed for the procurement of goods, works and consultancy services or non-consultancy services, including disposal of assets for the mandatory application of prescribed process.

"Value for money" means the most advantageous combination of price and quality that makes a product or services fit for purpose and will achieve required outcomes of a buyer.

"Youth" means as defined in section 1 of the National Youth Council (Act No.3 of 2009).

"works" means any work associated with the construction, reconstruction, demolition, repair or renovation, site preparation, excavation, erection, building, installation of equipment or materials, decoration and finishing, as well as services incidental to construction such as drilling, mapping, satellite photography, seismic investigations and similar services.

"Goods "means objects of every kind and description, including commodities, raw materials, manufactured products and equipment, industrial plank, objects in solid, liquid or gaseous form, electricity, as well and services incidental to the supply of the goods such as freight and insurance;

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PRIVATE BAG 523 OUTAPI
PROCUREMENT MANAGEMENT UNIT

17 NOV 2026

Tel: 065-251019
Fax: 065-251078

SECTION I: INSTRUCTIONS TO BIDDERS

OMUSATI REGIONAL COUNCIL
PRIVATE BAG 5[illegible]
PROCUREMENT MANAGEMENT UNIT
17 NOV 2023
Fax: 065-26[illegible]

1. **Rights of Public Entity**

   The Omusati Regional Council reserves the right:

   (a) To split the contract as per the lowest evaluated cost per item; or

   (b)To accept or reject any quotation; and

   (c) To cancel the quotation process and reject all quotations at any time prior to contract award.

2. **Preparation of Quotations**

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

   (a) The Quotation Letter in Section II with its annex for Bid Securing Declaration.

   (b) The List of services 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 180 calendar days from the date of submission deadline.

4. **Eligibility Criteria**

A bidder or supplier is disqualified from bidding if such bidders or supplier] In addition to other documents or information which may be required from a bidder or supplier, the bidder or supplier must submit the following documents at the time of submitting a bid to a public entity, failing which the bidder or supplier must be disqualified

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

(a) Have a valid company Registration Certificate/certified copy

(b) Have an original valid good Standing Tax Certificate or A valid certified copy of an Original document, as certified by Commissioner of Oath appointed in term of the Justice of the peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963) as amended/ certified copy.

(c) have valid certificate/certified copy of a good standing with the Social Security commission or, in the case where a company has no employees' confirmation letter from the Social Security Commission **or printouts of these online Social Security Good Standing certificates will be accepted as valid documents in terms of section 50(2) of Public Procurement Act no.15 of 2015 as amended.**

(d) have original 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 or A valid certified. copy of an original document, as certified by Commissioner of Oath appointed in term of the Justice of the peace and Commissioners of Oaths Act, 1963 (Act No. 16 of 1963) as amended.

(e) Valid:

(i) Certificate of business registration for an entity incorporated or registered under the company or close corporation laws of Namibia.

(ii) Certificate of registration of a co-operative registered under the laws regulating co-operatives in Namibia.

(iii) Document serving as evidence of registration as a trust and the trust deed for a trust registered under the laws regulating trusts in Namibia; or partnership agreement in the case of a partnership, (iv) a valid joint venture agreement in the case of a joint venture or a valid agreement in case of other similar arrangements,

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PRIVATE BAG 523
PROCUREMENT MANAGEMENT UNIT
17 NOV 2023
Fax: 06

(f) Submit signed Bid-securing Declaration.

(g) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof, and.

(h) Declaration of margin of preference in terms of local content (Annexure 9 of issuance of code of Good Practice on preferences).

All bidders qualified for margin of preference exclusive preference will be evaluated in terms of notices of issuance for Code of good practice as per Annexure 1, Annexure 4, Annexure 5, Annexure 6, Annexure 8 and Annexure 9.

(i) Staff members of the public entity; members of the board or its staff members, or members of a board, local Authority, regional council or similar governing body may not participate, either personally or through an entity corporate in which he or she has a financial, economic or personal interest, as a bidder or supplier in a procurement process conducted by the board or public entity (Section 66 of Act No.15 of 2015).

(j) Attach certified ID Copy of the company owner (s).

(k) All mandatory documents should be certified with Namibian police date stamp and certifier stamp. This applies to every page within a bundle of documents

5. **Bid Securing Declaration**

   Bidders are required to subscribe to a Bid Securing Declaration for this procurement process. The Bidder shall furnish as part of its quotation.

6. **Delivery**

   Delivery shall be **within 14 calendar days,** after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted.

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

   As per descriptions of specified services of all items as indicated in price schedule.

7. **Sealing and Marking of Quotations**

   Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number, addressed to the Omusati Regional Council, Private Bag 523 Outapi, 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 Registry Office (D-7), Omusati Regional Council, not later than **27 November 2026 at 10h00**. Quotations by post or hand delivered should reach Omusati Regional Council, Private Bag 523, Outapi by the same date and time at latest. Late quotations will be rejected, and 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 Securing Declaration and obligatory documents will be posted on the website of the Ministry of Finance, https://egp2.gov.na/EGoProcClient/ and available to any bidder on request within three calendar days of the Opening.

10. Evaluation of Quotations

The Public Entity shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of price or ownership cost, subject to Margin of Preference (Code of Good practice) where applicable, to determine the lowest evaluated quotation.

11. Technical Compliance

Bidders shall submit along with their quotation's documents, catalogues, and any other literature relevant documents to substantiate compliance with the required specifications and to qualify deviations if any with respect to Omusati Regional Council requirements.
The Specifications, Performance Requirements and Compliance Sheet detail 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 for the execution of services shall be fixed in Namibian Dollars as quoted. 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.

13. Financial Qualification

Only bidders whose bid amount is within 15% below the estimated amount shall be deemed compliant and shall be accepted and those above the estimated amount will not be considered. The estimated amount will be 70% of the market research plus 30% average of the bidders' quotation.

14. Margin of Preference

Margin of preference should comply with annexure 1, 2, 5, 6, 8, 9 of the Code of good Practice on preference, issued in terms of Section 71 and 72 of the Public Procurement Act No.15 of 2015 as amended.

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17 NOV 2026
Tel: 065-251019
Fax: 065-251078

15. 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.

16. Notification of Award and Debriefing

The Omusati Regional Council shall after award of contract promptly inform all unsuccessful bidders the name and address of the successful bidder and the contract amount and post a Notice of Award on E-GP within five (5) calendar days. Furthermore, the Omusati Regional Council shall attend to all requests for debriefing made in writing within five (5) calendar days of the unsuccessful bidders being informed of the award.

17. Liquidated damage

The Service Provider shall pay liquidated damages for non-delivery to the Employer at 1% per day with maximum of 3% of the whole contact price. The employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider`s other liabilities.

18. Purchase order

A supplier to whom a purchase order is issued must confirm the purchase order within three (3) calendar days of receipt of the purchase order and;

(a) May not change or alter the terms of the purchase order; and

(b) The purchase order shall be valid for thirty (30) calendar days only and will be cancelled thereafter.

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PROCUREMENT MANAGEMENT UNIT

17 NOV 2026

Tel: 065-251019
Fax: 065-251078

SECTION II: QUOTATION LETTER

(To be completed by Bidders)

OMUSATI REGIONAL COUNCIL
PRIVATE BAG 5520 OUTAPI
PROCUREMENT MANAGEMENT UNIT
17 NOV 2026

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 disqualified.**

Quotation addressed to:	
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, 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 [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	

BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1)(b) and 7(5))

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Date: .....

Procurement Ref No.: .....

To: .....

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

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

I/We* understand this bid securing declaration ceases to be valid if I am/ we are* not the successful Bidder.

Signed:

.....

[Insert signature of person whose name and capacity are shown]

Capacity of:
[Indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name:

.....

[Insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____
[Insert date of signing]

Corporate Seal (where appropriate)
Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]
delete if not applicable / appropriate

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Republic of Namibia

Ministry of Justice and Labour Relations

Written undertaking in terms of Section 138 of the Labour Act, 2007 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: .....

Tel 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/Date stamp: .....

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.*

OMUSATI REGIONAL COUNCIL
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PROCUREMENT MANAGEMENT UNIT
17 NOV 2023
Tel: 065-2[illegible]
Fax: 065-2[illegible]

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QUOTATION FOR: SUPPLY AND FITTING OF TYRES

BID REFERENCE NO: G/RFQ/ORC- 31/2026/2027

INSTRUCTIONS TO THE PUBLIC BODY	INSTRUCTIONS TO BIDDERS
At time of preparation of the RFQ, Columns A to I shall be filled in by the Public Entity.	Bidders shall fill-in columns F, G & H and fill the total E= mark with a *if an equivalent is quoted F= Rate per unit G=Total price for one item (C x F) • If an equivalent is quoted, please attach to your quote appropriate technical information & specification • Bidders shall fill in and sign the bottom section of this page

A	B	C	D	E	F	G	H
Item no.	**Description of Goods**	Quantity required	Unit of measures	*	**Price per unit NAD[1]**	**Total price without VAT NAD**	**VAT: NAD**
1	Tyres 245/70R16	63	Each				
2	Tyres 225/70R15C	54	Each				
3	Tyres 265/75R16	19	Each				
4	Tyres 215/80R15	12	Each				
5	Tyres 245/75R15C	4	Each				
6	Tyres 205/55R16	8	Each				
7	Valve T/L	160	Each				
8	Balancing Commercial	160	Each				
9	Alignment	160	Each				
					Sub-Total		
					VAT @ 15%		
					Grand 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: .....

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SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: **G/RFQ/ORC- 31/2026/2027**

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	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
*A**	*B**	*C*	*D*
1.	Tires shall be 265/75R16, radial construction, brand new and unused, with a load index and speed rating suitable for the intended vehicle application.		
2.	Tyres shall be 225/70R15, radial construction. Michelin or equivalent shall be acceptable, provided the offered tyre meets or exceeds the specified technical, safety, load and performance requirements.		
3.	Tyres shall be 245/70R16, radial construction. Pirelli or equivalent shall be acceptable, provided the offered tyre meets or exceeds the specified technical, safety, load and performance requirements.		
4.	Tyres shall be 205/55R16, radial construction, brand new and unused, with a load index and speed rating suitable for the intended vehicle application.		
5.	Tyres shall be 215/80R15, radial construction, suitable for the intended vehicle application. Michelin Sport or equivalent shall be acceptable, provided the offered tyre meets or exceeds the specified technical, safety, load and performance requirements.		
6.	Tyres shall be 245/75R15, radial construction. Pirelli or equivalent shall be acceptable, provided the offered tyre meets or exceeds the specified technical, safety, load and performance requirements.		
7.	Tubeless valves (T/L) shall be brand new, unused and compatible with the applicable wheels/rims and tyres supplied.		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
*A**	*B**	*C*	*D*
9.	All tyres supplied shall be brand new, unused and free from manufacturing defects.		
10.	Tyres supplied shall not have been manufactured more than 12 months prior to the date of delivery.		

Specifications and Compliance Sheet Authorised By:

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

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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-ORC- 31/2026/2027** on the e-GP portal, except where modified by the Special Conditions below.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **G/RFQ-ORC- 31/2026/2027**

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: Omusati Regional Council: Directorate of Health and Social Services The Project is: Procurement of Tyres Bid no.: G/RFQ/ORC- 31/2026/2027
Site GCC 1.1(m)	The Site/final destination for delivery of the goods is: Directorate of Health and Social Services office, Outapi
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms: Delivery Duty Paid (DDP).
Notices **GCC 8.1**	Any notice shall be sent to Omusati Regional Council, Erf No: 1080, Namaungu Street, Private Bag 523, Outapi, Telephone: 065-251019, Facsimile number: 065-251078, e-mail: pmu-queries@omusatirc.gov.na and the contact name shall be: Mr. Martin Ausiku, For the Supplier, the address and contact name shall be: _____ _____ _____ _____ _____
Disputes **GCC 10.2**	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be in terms of Section 57 and 59 of Public Procurement Act 2015 as amended.

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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-ORC- 31/2026/2027** on the e-GP portal, except where modified by the Special Conditions below.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **G/RFQ-ORC- 31/2026/2027**

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: Omusati Regional Council: Directorate of Health and Social Services The Project is: Procurement of Tyres Bid no.: G/RFQ/ORC- 31/2026/2027
Site GCC 1.1(m)	The Site/final destination for delivery of the goods is: Directorate of Health and Social Services office, Outapi
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms: Delivery Duty Paid (DDP).
Notices GCC 8.1	Any notice shall be sent to Omusati Regional Council, Erf No: 1080, Namaungu Street, Private Bag 523, Outapi, Telephone: 065-251019, Facsimile number: 065-251078, e-mail: pmu-queries@omusatirc.gov.na and the contact name shall be: Mr. Martin Ausiku, For the Supplier, the address and contact name shall be: _____ _____ _____ _____ _____
Disputes **GCC 10.2**	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be in terms of Section 57 and 59 of Public Procurement Act 2015 as amended.

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Subject and GCC clause reference	Special Conditions
Delivery and Documents GCC 13.1	The Goods are to be delivered within **(14) calendar days**, after acceptance of Purchase Order or Letter of Acceptance. Letter of Acceptance. The documents to be furnished by the Supplier are: (a) Signed delivery note.
Price Adjustment GCC 15.1	The price charge for the goods supplied and the related Services performed shall NOT as appropriate be adjustable. Remove If the prices are adjustable, the method described in the Price Adjustment Formula as attachment to these SCC shall be used $P_1 = P_0 [a + \underline{bL_1} + \underline{cM_1}] - P_0$ $L_0 \quad M_0$ $a+b+c = 1$
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 (30) calendar days or as the case may be after submission of an invoice and its certification by the Purchaser.
Terms of Payment GCC 16.4 (a)	The price shall not be adjustable to the fluctuation in the rate of exchange.
Payment Period GCC 16.5	The method and conditions of payments to be made to the Supplier under this Contract shall be as follows: **On Acceptance:** The Contract Price of goods received shall be paid no later than thirty (30) **calendar** days or as the case might be 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.

Subject and GCC clause reference	Special Conditions
Performance Security **GCC 18.1**	(i) No performance security is required.
Insurance **GCC 24.1**	Insurance shall be governed by the rules prescribed in Incoterms 2020.: Delivery Duty Paid (DDP).
Transportation **GCC 25**	The Goods shall be delivered at: **Directorate of Health and Social Services office, Outapi**
Inspection and Test GCC 26.1	The inspections shall be conducted at: **Supplier warehouse by the Artisan.**
Location of Inspection and Tests GCC 26.2	The inspections shall be conducted at: **Supplier warehouse**
Liquidated Damages GCC 27.1	Liquidated damages for the whole contract are *1%* per day. The maximum amount of liquidated damages for the whole contract is 4% of the contract price.

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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

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.

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Procurement Reference _____

QUOTATION CHECKLIST SCHEDULE

Description	Attached	Not attached
Bid Letter		
Specifications and Performance Compliance Sheet		
Company profile		
Bid Securing Declaration		
Certified copy of owner's/shareholders national identification documents		
All mandatory documents should be certified with police date stamp and certifier stamp		

