



National Assembly

**BIDDING DOCUMENTS**

**Issued on: 24 February 2022**

for

**Procurement of**  
*Cleaning and pest Control services*

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**Procurement Reference No: NCS/RFQ/03-01/2022**

**Project: *Cleaning and pest Control of Parliament  
Restaurant***

National Assembly. Private Bag 13323, Windhoek, Namibia, Tel: 061-2882517,

Email: [e.mofuka@parliament.na](mailto:e.mofuka@parliament.na)

<b>Company Name:</b>	
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<b>TOTAL BID PRICE (Incl Vat)</b>	<b>N\$</b> _____
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## National Assembly

Private Bag 13323, Windhoek, Namibia, Tel: 061-2882517,

Email: [e.mofuka@parliament.na](mailto:e.mofuka@parliament.na)

### Letter of Invitation

*To all prospective bidders*

**Procurement Ref No: NCS/RFQ/03-01/2022**

**24 February 2022**

**Dear Prospective Bidder**

#### **Request for Sealed Quotation to apply *Pest control and cleaning of the Parliament Restaurant***

The **National Assembly** invites you to submit your best quote for the works 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 Linda Pietersen, Tel no. 061-2882568 or Emeritha Mofuka 061-2882517**

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,

*Emeritha Mofuka*

**Linda Pietersen  
Head: Procurement Management Unit**

## **SECTION I: INSTRUCTIONS TO BIDDERS**

### **1. Rights of Public Entity**

The National Assembly reserves the right:

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

### **2. Preparation of Quotations**

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

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable ;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Performance Standards in Section V; and
- (d) any other attachment as deemed appropriate.

You are advised to carefully read the complete Request for Quotations document, including the Contract Data Sheet 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 for 30 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) Submit bid valid security/Submit signed Bid-securing Declaration.

### **5. Bid Security/Bid Securing Declaration**

Bidders are required to *submit a Bid Security/subscribe to a Bid Securing Declaration* for this procurement process.

### **6. Contract Period for Services**

The contract shall be on fixed rate for a period of *[insert number of months/years]*

**7. Documents to be submitted**

Bidders shall submit along with their quotation documents giving company's profile, past experience and evidence of similar services provided with customers' reference details.

**8. Sealing and Marking of Quotations**

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

**9. Submission of Quotations**

Quotations should be hand delivered at **Parliament Building, Office number 6 or 18 not later than 03 March 2022 at 12H00**. Quotations by post or hand delivered should reach The National Assembly by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

**10. Opening of Quotations**

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 9 above. A record of the Quotation Opening stating the name of the Bidders and the amount, the presence of a Bid Security/Bid-Securing Declaration will be put on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

**11. 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 evaluated cost to determine the lowest evaluated quotation

**12. Scope of Services and Performance Standards**

The Scope of Services, Specifications and Performance standards detailed in Sections III and V are to be complied with.

**13. Price and Currency of Payments**

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.

**14. Labour Clause**

In order to qualify for award of the Contract, bidders shall subscribe to the undertaking that the salaries and wages to be paid in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide to the sub-clause 4.6 of the General Conditions of Contract, if it is awarded the contract or part thereof.

**15. Margin of Preference**

Not applicable

**15. Award of Contract**

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

The Public Entity shall after award must 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 of ward on its website within seven (7) days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within seven days (7) days of the unsuccessful bidders being informed of the award.

## SECTION II: QUOTATION LETTER

(to be completed by Bidders)

*[Complete this form with all the requested details and submit it as the first page of your quotation with the Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. **If your quotation is not authorised, it may be rejected.**]*

Quotation Addressed to: <i>[Name of Public Entity]</i>	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to provide the services detailed in the Scope of Services, 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: Request for Quotations.

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

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

We declare that the salaries and wages to be paid in respect of this quotation are compliant with the relevant Laws, Remuneration Order and Award where applicable and that we shall abide to clause 4.6 of the General Conditions of Contract, if we are awarded the contract or part thereof.

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

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

The service will commence within \_\_\_\_\_ *[insert number]* days from date of issue of Purchase Order/Letter of Acceptance.

The services will be completed within \_\_\_\_\_ *[insert number]* days from date of issue of Purchase Order/Letter of Acceptance.

### Quotation Authorised By:

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

**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**

# 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.

### SECTION III: SCOPE OF SERVICES

- Applying of a strong pest control to avoid cockroaches
- Scrubbing and cleaning of the restaurant kitchen (walls and floors)

### SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: NCS/RFQ/03-01/2022

Currency of Quotation: Namibian Dollars

Item No	Brief Description of Services	Quantity	Unit of Measure	Unit Price	Total Price
A*	B*	C*	D*	E	F
1	Applying of a strong pest control to avoid cockroaches	1			
2	Scrubbing and cleaning of the restaurant kitchen (walls and floors)	1			
3					
4					
5					
6					
<b>Other additional costs</b>					
<b>Subtotal</b>					
<b>VAT @      %</b>					
<b>Total</b>					

*Enter 0% VAT rate if VAT exempt.*

\* Columns A to D to be completed as applicable by Public Entity

#### Priced Activity Schedule Authorised By:

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

## SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARDS COMPLIANCE SHEET

Procurement Reference Number: NCS/RFQ/03-01/2022

*[Bidders should complete columns C and D with the specifications and Performance standards of the services 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	Applying of a strong pest control to avoid cockroaches		
2	Scrubbing and cleaning of the restaurant kitchen (walls and floors)		
3			
4			
5			
6			

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

### Specifications and Performance Standard 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), **Ref: NCS/RFQ/03-01/2022** for the procurement of services (time based) available on the website of the Public Entity [www.parliament.na](http://www.parliament.na) except where modified by the Special Conditions below.

## SECTION VII: CONTRACT DATA SHEET

**Procurement Reference Number:** \_ NCS/RFQ/03-01/2022

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

Clause	Contract Data
<b>GCC 1.1 Effectiveness of Contract</b>	The Contract <i>shall</i> come into effect as from <i>8 March 2022</i>  The Site/final destination for delivery of the Goods is: <b>The National Assembly</b> <b>14C Love Street</b> <b>WINDHOEK</b>  <b>Detailed site data shall be obtained when visiting the site for inspection. A compulsory Site inspection will be conducted on <u>28<sup>th</sup> February 2021 at 10H00. Please take note that no quotation will be considered without the proof of site visit.</u></b>
<b>GCC 1.3.1 Intended Completion date</b>	Unless terminated earlier pursuant to sub-clause GCC 1.7 of the Contract, the Service Provider shall complete its activities 18 March 2022.
<b>GCC 1.6.1 Issue of notices</b>	The Authorized Representative of the Employer is : <i>Linda Pietersen</i>  The Authorized Representative of the Service Provider is: _____
<b>GCC 2.6 Insurance and liabilities to Third Party</b>	N/A
<b>GCC 2.7 Reporting Obligations</b>	The Service Provider shall report to: <i>Linda Pietersen, Senior Admin officer</i>
<b>GCC 2.10 Performance Security</b>	N/A
<b>GCC 4.2 Contract Price</b>	Once off amount payable as per Purchase order
<b>GCC 4.3 Terms of Payment</b>	N/A
<b>GCC 4.5 Price Adjustment</b>	Prices <i>shall not be</i> adjustable.

## SCHEDULE 3

## QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: NCS/RFQ/03-01/2022

Description	Attached (please tick if submitted and cross if not)
Quotation Letter	
Priced Activity Schedule	
Performance Compliance Sheet	
Bid Security (if applicable)	
Documents evidencing eligibility	
Company profile, past experience and references where similar services have been provided	

**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.