



NATIONAL ASSEMBLY

Request for Quotations for Non-Consultancy Services

**Leasing of four (4) Digital Photocopiers for a
period of 36 months**

Procurement Reference No: NCS/RFQ/03-2/2022-23

*National Assembly
Private Bag 13302
Tell: 061-2882517
Email: e.mofuka@parliament.na
Attention: Emeritha Mofuka*

Company Name:	
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TOTAL BID PRICE (Incl Vat)	N\$ _____
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NATIONAL ASSEMBLY

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

Letter of Invitation

To. Prospective Bidders

Procurement Reference Number: NCS/RFQ/03-2/2022-23

20 July 2022

Dear Bidder,

Subject: Leasing of four (4) Digital Photocopiers for a period of 36 months

The National Assembly invites you to submit your best quote for the services 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 Emeritha Mofuka, National Assembly, Procurement Management Unit, cell: 0811250556.***

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,

E.Mofuka

Secretary: Procurement Committee

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The **National Assembly** reserves the right:

- (a) to accept or reject any quotation; or
- (b) 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 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 Compliance Sheet 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 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 **30 days** from the date of bid 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 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;

5. Bid Securing Declaration

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process as per the format contained in Appendix to Quotation Letter of this document.

6. Services Completion Period

The completion period for services shall be **36 Months** after acceptance/issue of Purchase Order. Deviation in completion period shall not be accepted.

7. Documents to be submitted

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

8. Sealing and Marking of Quotations

- a) Quotations should be sealed in a single envelope, clearly marked as follows:

Procurement Management Unit

National Assembly

Leasing of four (4) Digital Photocopiers for a period of 36 months

Bid Reference No: NCS/RFQ/03-2/2022-23

- b) While at the back side of the envelope the following information should appear:

Bidder's name and contact information

The deadline for submission of Sealed Quotations shall be: **Friday 29 July 2022 at 12H00 in the afternoon.**

9. Submission of Quotations

Sealed Quotations should be deposited in the Bid Box located at the following address:

The National Assembly (Parliament Building), Windhoek,

14 Love Street, Parliament

Box located on the left hand side as you enter the building

Please note: Quotations by post, email or hand delivered will not be accepted and late quotations will be rejected.

10. Opening of Quotations

Quotations will be opened internally by the Public Entity on the **1 August 2022**. A record of the Quotation Opening stating the name of the Bidders and the amount, the presence or absence of a Bid-Securing Declaration will be available to any bidder on request within five 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, Specifications and Performance Standards

The Scope of Services and Performance Standards Compliance Sheet detailed in Sections III and V are to be complied with. Evaluation will be carried out as per the defined scope. **No alternatives bids will be accepted and consideration** will be given to bidders having submitted the lowest evaluated quotation as per the base requirements.

13. 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.

14. Margin of Preference

14.1. Margin of Preference shall not be applicable.

15. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to perform the 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

The successful bidder shall upon acceptance of offer submit a Performance Security as per the format contained in the Schedule for an amount of **5% of the contract price.**

17. 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. 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 this 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 Service, 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 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 BSD.

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 quotation validity.

The services will commence within _____ *[to insert number]* days from date of issue of Purchase Order/ Letter of Acceptance.

The services will be completed within _____ *[to 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./Fax	

Appendix to Quotation Letter

BID SECURING DECLARATION (Section 45 of Act) (Regulation 37(1)(b) and 37(5))

Date: _____ [Day/month/year]

Procurement Ref No.: _____

To: _____

[insert complete name of Public Entity and address]

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

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

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

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

Signed:
[insert signature of person whose name and capacity are shown]

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

Name:
[insert complete name of person signing the Bid Securing Declaration]

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

Dated on _____ day of _____ (Month) _____ (Year)
[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.]



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

Provide the service on lease agreement of **four (4) digital photocopiers** for a period of **thirty six (36) months** to the following offices:

- Office Office of the Speaker;
- Office of the Secretary;
- Table Office; and
- Directorate General Services

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: NCS/RFQ/03-2/2022-23

[The Bidder shall complete column E to G for each item listed below in Namibian dollars, and authorize the prices quoted in the signature block below]

Costs Summary:

Item No	Brief Description of Services	Quantity	Unit of Measure	Monthly Rental Cost N\$	Annual Rental Cost N\$	Total Rental Cost over 36 Months (3-Years)
A*	B*	C*	D*	E	F	G
1	Photocopier: Office of the Speaker	1	Each			
2	Photocopier: Office of the Secretary	1	Each			
3	Photocopier: Directorate Table Office	1	Each			
4	Photocopier: Directorate General Services	1	Each			
<i>Enter 0% VAT rate if VAT exempt.</i>				Other additional costs (if any)		
				Subtotal		
				VAT @ %		
				Total		

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

Priced Activity Schedule Authorised By: *[insert company seal]*

Name of signatory:		Signature:	
Position:		Date:	
Company Name :			

SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARD COMPLIANCE SHEET

Procurement Reference Number: NCS/RFQ/03-2/2022-23

OFFICE OF THE SPEAKER: SPECIFICATIONS**TAKE NOTE: NO MINIMUM BILLING ALLOWED**

Feature	Description	FOR THE <u>PUBLIC ENTITY</u> TO COMPLETE		
		Yes	No	Deviation(if any)
Recommended monthly volume	10 000			
Copy speed	30 copies per minute (minimum)			
Copy size	A5, A4, A3			
Automatic document feeder	Yes			
Automatic double sided copy	Yes			
Copy Resolution	1200 x 1200 dpi			
Online stapler / finisher	Yes			
Reduction / Enlargements	50% -200% or 25% - 400%			
Memory	2GB (minimum)			
Scan to memory	Yes, scan original once to memory thereafter copying sets			
Electronic Sorter	Yes, finisher – internal or external, 1 bin only			
Paper Capacity (Including Bypass)	250 sheets			
Booklet Copying	Yes, A5, A4, A3			
2 Up/4 Copying	Yes, e.g. 2 x A4 pages on 1 A4 OR 4 x A4 pages on 1 A4			
Duplex Copying	Yes, (unlimited)			
Greyscales	256 Level / true colour			
Auto Page Numbering	Yes			
Image Rotate	Yes			
Punch	Yes			
Continuous Service Level Agreement	Yes, should include: Labour, Travel, Toner, Drum, Service & Spare Parts			

PROPOSED DEVICE AND PRICING: TO BE COMPLETED BY THE BIDDER

Device Name: _____	COST (N\$)
Monthly rental	
Total Rental Cost over 36 Months (3-Years)	

NOTE: PRICE SHOULD INCLUDE VAT AND THERE SHOULD BE NO PRICE ESCALATIONS OVER THE RENTAL PERIOD

Specifications and Performance Standard Compliance Sheet Authorised By:

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

OFFICE OF THE SECRETARY: SPECIFICATIONS

TAKE NOTE: NO MINIMUM BILLING ALLOWED

	FOR THE <u>PUBLIC ENTITY</u> TO COMPLETE	FOR <u>THE BIDDER</u> TO COMPLETE		
Feature	Description	Yes	No	Deviation(if any)
Recommended monthly volume	30 000			
Copy speed	30 copies per minute (minimum)			
Copy size	A5, A4, A3			
Automatic document feeder	Yes			
Automatic double sided copy	Yes			
Copy Resolution	1200 x 1200 dpi			
Online stapler / finisher	Yes			
Reduction / Enlargements	50% -200% or 25% - 400%			
Memory	2GB (minimum)			
Scan to memory	Yes, scan original once to memory thereafter copying sets			
Electronic Sorter	Yes, finisher – internal or external, 1 bin only			
Paper Capacity (Including Bypass)	250 sheets			
Booklet Copying	Yes, A5, A4, A3			
2 Up/4 Copying	Yes, e.g. 2 x A4 pages on 1 A4 OR 4 x A4 pages on 1 A4			
Duplex Copying	Yes, (unlimited)			
Greyscales	256 Level / true colour			
Auto Page Numbering	Yes			
Image Rotate	Yes			
Punch	Yes			
Continuous Service Level Agreement	Yes, should include: Labour, Travel, Toner, Drum, Service & Spare Parts			

PROPOSED DEVICE AND PRICING: TO BE COMPLETED BY THE BIDDER

Device Name: _____	COST (N\$)
Monthly rental	
Total Rental Cost over 36 Months (3-Years)	

NOTE: PRICE SHOULD INCLUDE VAT AND THERE SHOULD BE NO PRICE ESCALATIONS OVER THE RENTAL PERIOD

Specifications and Performance Standard Compliance Sheet Authorised By:

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

DIRECTORATE -TABLE OFFICE: SPECIFICATIONS**TAKE NOTE: NO MINIMUM BILLING ALLOWED**

	FOR THE <u>PUBLIC ENTITY</u> TO COMPLETE	FOR THE <u>BIDDER</u> TO COMPLETE		
Feature	Description	Yes	No	Deviation(if any)
Recommended monthly volume	30 000			
Copy speed	50 copies per minute (minimum)			
Copy size	A5, A4, A3			
Automatic document feeder	Yes			
Automatic double sided copy	Yes			
Copy Resolution	1200 x 1200 dpi			
Online stapler / finisher	Yes			
Reduction / Enlargements	50% -200% or 25% - 400%			
Memory	2GB (minimum)			
Scan to memory	Yes, scan original once to memory thereafter copying sets			
Electronic Sorter	Yes, finisher – internal or external, 1 bin only			
Paper Capacity (Including Bypass)	250 sheets			
Booklet Copying	Yes, A5, A4, A3			
2 Up/4 Copying	Yes, e.g. 2 x A4 pages on 1 A4 OR 4 x A4 pages on 1 A4			
Duplex Copying	Yes, (unlimited)			
Greyscales	256 Level / true colour			
Auto Page Numbering	Yes			
Image Rotate	Yes			
Punch	Yes			
Pin Code Access	Yes			
Continuous Service Level Agreement	Yes, should include: Labour, Travel, Toner, Drum, Service & Spare Parts			

PROPOSED DEVICE AND PRICING: TO BE COMPLETED BY THE BIDDER

Device Name: _____	COST (N\$)
Monthly rental	
Total Rental Cost over 36 Months (3-Years)	

**NOTE: PRICE SHOULD INCLUDE VAT AND THERE SHOULD BE NO PRICE
ESCALATIONS OVER THE RENTAL PERIOD**

Specifications and Performance Standard Compliance Sheet Authorised By:

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

DIRECTORATE- GENERAL SERVICES: SPECIFICATIONS

TAKE NOTE: NO MINIMUM BILLING ALLOWED

	FOR THE <u>PUBLIC ENTITY</u> TO COMPLETE	FOR <u>THE BIDDER</u> TO COMPLETE		
Feature	Description	Yes	No	Deviation(if any)
Recommended monthly volume	250 000			
Copy speed	50 copies per minute (minimum)			
Copy size	A5, A4, A3			
Automatic document feeder	Yes			
Automatic double sided copy	Yes			
Copy Resolution	1200 x 1200 dpi			
Online stapler / finisher	Yes			
Reduction / Enlargements	50% -200% or 25% - 400%			
Memory	2GB (minimum)			
Scan to memory	Yes, scan original once to memory thereafter copying sets			
Electronic Sorter	Yes, finisher – internal or external, 1 bin only			
Paper Capacity (Including Bypass)	250 sheets			
Booklet Copying	Yes, A5, A4, A3			
2 Up/4 Copying	Yes, e.g. 2 x A4 pages on 1 A4 OR 4 x A4 pages on 1 A4			
Duplex Copying	Yes, (unlimited)			
Greyscales	256 Level / true colour			
Auto Page Numbering	Yes			
Image Rotate	Yes			
Punch	Yes			
Pin Code Access	Yes			
Continuous Service Level Agreement	Yes, should include: Labour, Travel, Toner, Drum, Service & Spare Parts			

PROPOSED DEVICE AND PRICING: TO BE COMPLETED BY THE BIDDER

Device Name: _____	COST (N\$)
Monthly rental	
Total Rental Cost over 36 Months (3-Years)	

NOTE: PRICE SHOULD INCLUDE VAT AND THERE SHOULD BE NO PRICE ESCALATIONS OVER THE RENTAL PERIOD

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-LS/RFQ-GCC for procurement of services (lump-sum) available 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: **NCS/RFQ/03-2/2022-23**

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

Subject and GCC Reference	Special Conditions
Definitions GCC 1.1(a)	If a dispute arises, the Adjudicator will be appointed by the parties to resolve the dispute.
Definitions GCC 1.1(l)	The Member is: _____ _____ _____ <i>[to be inserted at contract signing]</i>
Definitions GCC 1.1(o)	The Service Provider is: _____ <i>[to be inserted at contract signing]</i>
Notices GCC 1.4	Any notice shall be sent to the following addresses: For the Public Entity: Private Bag 13323, Windhoek Physical Address: 14c Love Street Attention: Ms Emeritha Mofuka e.mofuka@parliament.na For the Service Provider: _____ Attention: _____ Facsimile: _____ Email address: _____
Authorised Representatives GCC 1.6	The Authorised Representatives are: For the Public Entity: Ms Lydia T. Kandetu, Secretary to the National Assembly For the Service Provider: _____ _____ <i>[to be inserted at contract signing]:</i>

Effectiveness of Contract GCC 2.1	The date on which the Contract shall come into effect shall be the date when the Contract is signed by both parties.
Starting Date GCC 2.2.2	The intended starting date for the commencement of Services shall be not later than sixty (60) days after the date the Contract becomes effective.
Intended Completion Date GCC 2.3	The period of the Contract is thirty six (36) months calculated from the date the Contract comes into effect.
Prohibition GCC 3.2.3(c)	The Clause 3.2.3 (c) shall not apply to this Services.
Service Provider's Actions Requiring Public Entity's Prior approval GCC 3.7(c)	No any other actions besides those specified in the GCC.
Documents Prepared by Service Provider to be the Property of the Public Entity GCC 3.9	This is a lease service and as a result, the clause shall not apply.
Payments of Liquidated Damages GCC 3.10.1	Liquidated damages rate is 1% per week of the Contract price. The maximum amount of liquidated damages for the whole contract is 5% of the final contract price.
Lack of Performance Penalty GCC 3.10.3	The percentage of the cost of having a Defect corrected to be used for the calculation of lack of Performance Penalty(ies) is not applicable for this bid.
Performance Security GCC 3.11	(i) A Performance Security in the form of a Bank Guarantee representing 10% of the final contract price shall be required.*

Assistance and Exemptions GCC 5.1	No assistance/exemptions will be provided to the Service Provider.
Contract Price GCC 6.2(a)	The amount in Namibian Dollars is _____. (Service Provider to insert the amount)
Terms and Condition of Payment GCC 6.4	Payments shall be made on a monthly basis at the end of each month, after the Service Provider has submitted an invoice to the Employer specifying the amount due.
Interest on Delayed Payments GCC 6.5	Payment shall be made within 30 days of receipt of the invoice.
Price Adjustment GCC 6.6.1	Price adjustment <i>is not</i> applicable.
Identifying Defects GCC 7.1	This is a lease service and as a result, the following inspections will be carried out: <ul style="list-style-type: none"> • The quality output of the copies made; • The entire performance of the photocopier machine The defect liability period is not applicable to the bid .
Dispute Settlement GCC 8.2	In cases where no adjudicator has been appointed the disputes shall be subject to the procedures of the laws of Namibia. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute may be referred to court by either party.
Dispute Settlement GCC 8.2.3	Not Applicable
Dispute Settlement GCC 8.2.4	The arbitration procedures of the following institution will be used: The Provisions of the Arbitration Act, 1965 (Act 42 of 1965) shall apply.
Dispute Settlement GCC 8.2.5	Not Applicable

SCHEDULE 1**(a) COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT**

<u>COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT</u>		
	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		

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 2

PERFORMANCE SECURITY (BANK GUARANTEE)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: _____ (day, month, and year) of Bid Submission

Procurement Ref No. and title: _____
(Title of bidding process)

Bank's Branch or Office: _____
(Name of Guarantor)

To: _____
(insert complete name of Public Entity and address)

Performance Guarantee No.: _____
(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 _____ (day, month, year) with you, for the supply of _____ [description of goods and related services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding _____ (insert amount in figures and words) upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the _____ (dd) day of _____ (month) _____ (year),¹ and any demand for payment under it must be received by us at this office on or before that date.

[signatures of authorized representatives of the bank and the Supplier]

¹ Dates established in accordance with Clause 18.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 28.3 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to us before the expiry of the Guarantee."

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.:** NCS/RFQ/03-2/2022-23

Description	Attached (please tick)	Not attached (please tick)
Quotation Letter completed and attached		
Bid Securing Declaration completed and attached		
Written Undertaking in terms of Section 138 of the Labour Act, completed and attached		
Priced Activity Schedule completed and attached		
Specifications and Performance Standard Compliance Sheet completed and attached		
Cost Structure for Value Added Calculation Per Product completed and attached		
Performance Security completed and attached		
A Valid company Registration Certificate		
An original valid good Standing Tax Certificate		
An original valid good Standing Social Security Certificate		
A valid certified copy of Affirmative Action Compliance Certificated, 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;		
A certificate indicating SME Status (in case of an SME)		

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.