

NATIONAL ASSEMBLY

Request for Sealed Quotations from Namibian Suppliers for Non-Consultancy Services (Time-based)

Leasing of two (2) Digital Photocopiers for a period of 36 months

Procurement Reference No: NCS/RFQ/TB-03-02/2022-23

National Assembly. Private Bag 13323, Windhoek, Namibia, Tel: 061-2882638,

Email: e.mofuka@parliament.na

Company Name:	
Total Bid Price (Incl Vat)	
Contact Number	
Email Address:	



Private Bag 13323, Windhoek, Namibia, Tel: 061-2882638

Letter of Invitation

Procurement Reference Number: NCS/RFQ/TB-03-02/2022-23

30 January 2023

Dear potential bidder,

LEASING OF TWO (2) 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.*

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

30 JAN 2023

Emeritha Mofuka 700NAL ASSEMBLY
Head: Procurement Management Unit

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 **90 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 customers reference details.

8. Sealing and Marking of Quotations

Quotations should be sealed in a single envelope, clearly marked with the Procurement Reference Number: NCS/RFQ/TB-03-02/2022-23, addressed to the National Assembly with the Bidder's name and contact information at the back of the envelope.

9. Submission of Quotations

Quotations should be deposited in the **Bid Box** located at **The National Assembly** (**Parliament Building**), **Windhoek**, **Ground Floor at the Northern Wing Corridor**, not later than **Tuesday 28**, **February 2023 at 12H00**. 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 1st March 2023. 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 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, 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 in terms of specifications 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 10% 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 <u>submit it as the first page</u> 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 Address of Public Entity]:	ed to : [Name	National	Assembly	
Procurement Refer	ence Number:	NCS/RI	FQ/TB-03-02	/2022-23
Subject matter of P	rocurement:	_	of two (2) Di of 36 months	gital Photocopiers for a
We offer to provide conditions stated in				ce, in accordance with the terms and ove.
We confirm that we criteria specified in	_		_	on Exercise and meet the eligibility
We undertake to abresulting contract.	ide ethical cond	luct during	the procuremen	nt process and the execution of any
subscribe fully to t	he terms and c	onditions (contained therei	eclaration (BSD) attached hereto and n. We further understand that this alification on the grounds mentioned
The validity period of the bid submissio		is	days /	[insert number of days] from the date
			•	ale are fixed and firm and will not be act prior to the expiry date of the
The services will con Purchase Order/ Let			[to inse	rt number] days from date of issue of
The services will be of Purchase Order/ I			[to in	sert number] days from date of issue
Quotation Authori	sed by:			
Name of Bidder			Company's A	ddress and seal
Contact Person				
Name of Person Au	uthorising the Qu	otation:	Position:	Signature:

Phone No./Fax

Date

Appendix to Quotation Letter

venture that submits the bid.]

BID SECURING DECLARATION

(Section 45 of Act)

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

Date	:[Day/month/year]
Proc	urement Ref No.:
To: _	
[inse	rt complete name of Public Entity and address]
	* understand that in terms of section 45 of the Act a public entity must include in the bidding document equirement 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
	ed: rt signature of person whose name and capacity are shown]
•	city of: cate legal capacity of person(s) signing the Bid Securing Declaration]
	ert 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 [inse	d on day of (Month) (Year) ert date of signing]
Corp	orate Seal (where appropriate)
[Note	e*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint



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:

PROCUREMENT DETAILS 2.

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:

A labour inspector may conduct unannounced inspections to assess the level of compliance
 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 **two (2) digital photocopiers** for a period of **thirty six (36) months** to the following offices:

- Directorate Committee Services
- Directorate Library and Computer Services

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: NCS/RFQ/TB-03-02/2022-23

[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	7:

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: Directorate Committee Services	1	Each			
2	Photocopier: Directorate Library and Computer Services	1	Each			
			Other ad costs (if a Subtotal			
	Enter 00/ VAT nate :f VA	T an ament	Subtotal			
	Enter 0% VAT rate if VA	і ехетрі.	VAT @1:	5%		
			Total			

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

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

Priced Activity Schedule Authorised By: [insert company seal]

SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARD COMPLIANCE SHEET

Procurement Reference Number: NCS/RFQ/TB-03-02/2022-23

DIRECTORATE COMMITTEE SERVICES: SPECIFICATIONS

TAKE NOTE: NO MINIMUM BILLING ALLOWED

	FOR THE PUBLIC ENTITY TO COMPLETE	FOR THE BIDDER 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	Yes				
Continuous Service Level	Yes, should include: Labour, Travel,				
Agreement	Toner, Staples, 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:			Signa	iture:	
Position:			Date:		
Authorised for and	on behalf of:	Compa	ny		

<u>DIRECTORATE - LIBRARY AND COMPUTER SERVICES</u>: SPECIFICATIONS

TAKE NOTE: NO MINIMUM BILLING ALLOWED

	FOR THE <u>PUBLIC ENTITY</u> TO COMPLETE	FOR THE BIDDER TO COMPLETE			
Feature	Description	Yes	No	Deviation(if any)	
Recommended monthly volum	e 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				
Coins operation	Yes				
Continuous Service Level	Yes, should include: Labour, Travel, Toner,				
Agreement	Staples, 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:			Signa	ature:	
Position:			Date:		
Authorised for and on behalf of:		Compa	ny		

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/TB-03-02/2022-23

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:
	[to be inserted at contract signing]
Definitions	
GCC 1.1(o)	The Service Provider is:
Notices	Any notice shall be sent to the following addresses:
GCC 1.4	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: [to be inserted at contract signing]:

77.00		
Effectiveness of Contract	The date on which the Contract shall come into effect shall be the date when the Contract is signed by both parties.	
GCC 2.1		
Starting Date	The intended starting date for the commencement of Services shall be not	
GCC 2.2.2	later than sixty (60) days after the date the Contract becomes effective	
Intended Completion Date	The period of the Contract is thirty six (36) months calculated from the date the Contract comes into effect.	
GCC 2.3		
Prohibition	The Clause 3.2.3 (c) shall not apply to this Services.	
GCC 3.2.3(c)		
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 rate is 1% per week of the Contract price.	
Liquidated Damages	The maximum amount of liquidated damages for the whole contract is 5% of the final contract price.	
GCC 3.10.1		
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	No assistance/exemptions will be provided to the Service Provider.
GCC 5.1	
Contract Price	
GCC 6.2(a)	The amount in Namibian Dollars is (Service Provider to insert the amount)
Terms and Condition of Payment	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.
GCC 6.4	
Interest on Delayed Payments	Payment shall be made within 30 days of receipt of the invoice.
GCC 6.5	
Price Adjustment GCC 6.6.1	Price adjustment is not applicable.
Identifying Defects	This is a lease service and as a result, the following inspections will be carried out:
GCC 7.1	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	Not Applicable
Settlement GCC 8.2.3	Tiot 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

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT			
	N\$	N\$	
Raw Materials, Accessories & Components			
Imported (CIF)			
Local (VAT & Excise Duty Fee)			
Labour Cost			
Direct Labour			
Clerical Wages		·	
Salaries to Management			
Utilities			
Electricity			
• Water			
Telephone			
Depreciation			
Interest on Loans			
- ·			
Rent			
Other (please specify)			
(
•			
•			
•			
TOTAL COST			

 $Local\ Value\ Added = \underline{Total\ Cost - Cost\ of\ imported\ inputs}\ x\ 100$ $\underline{Total\ Cost}$

NB! The cost structure should be certified by a Certified Accountant

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) (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 _(month)____ (year), 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]

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/TB-03-02/2022-23

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 initialled 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.