



NATIONAL ASSEMBLY

Procurement Management Unit

Ref: NCS-TB/RFQ/03-01/2022-23

STANDARD BIDDING DOCUMENTS

Request for Sealed Quotations

Non-Consultancy Services: Time-Based

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

Email: e.mofuka@parliament.na

<i>Company Name:</i>	
<i>Total Bid Price (Incl Vat)</i>	
<i>Contact Number</i>	
<i>Email Address:</i>	



NATIONAL ASSEMBLY

Procurement Management Unit
Private Bag 13323
Windhoek

Telephone: 061-288 9111
Fax: 061- 247772
Email: parliament@parliament.na

Letter of Invitation

Prospective Bidders NAMIBIA

28 February 2023

NCS-TB/RFQ/03-01/2022-23

Dear Prospective Bidder,

REQUEST FOR SEALED QUOTATION FOR *THE PROVISION OF TRANSCRIPTION SERVICES (TIME BASED)*

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. All administrative queries if any, should be addressed to **Ms. Emeritha Mofuka, National Assembly contact number: 061-288 2638**. While, technical queries should be addressed to **Mr Immanuel Nehoya at telephone number 061-288 2627 / 0811294589**.

NB: KINDLY NOTE THAT THE NOMINATED BIDDER AS THE LOWEST SUBSTANTIVE RESPONSIVE BIDDER IS SUBJECTED TO VETTING.

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

Ms. Emeritha Mofuka
Head of Procurement Management



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 *ninety (90)* 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 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.

6. **Contract Period for Services**

The contract shall be on fixed rate for a period of thirty-six (36) months

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**

Original quotations with additional three (3) copies 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 deposited in the Bid Box located at ground floor Northern wing (Procurement Section) not later than **Thursday, 31 March 2023 @ 12h00** Quotations by post or hand delivered will not be accepted and all bidders should deposit their bids into the bid box. 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 on **Tuesday, 4 April 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 put on the website of the National Assembly and available to any bidder on request within three (3) 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

Margin of preference is not applicable to this request.

16. Award of Contract

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

17. Performance Security

Performance Security for an amount of **12 % of the contract price** is required as per the format contained in the Schedule.

18. Notification of Award and Debriefing

The National Assembly shall after the awarding of the contract promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount and post a notice of award 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:	National Assembly
Procurement Reference Number:	NCS-TB/RFQ/03-01/2022-23
Subject matter of Procurement:	PROVISION OF TRANSCRIPTION SERVICES

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 Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to the 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		

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 _____, _____
 [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*



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

1. Transcribe all records onto size A4 paper, typed on both sides, in single line spacing with approximately 40 lines per page, while each page shall clearly indicate the name of the person speaking, the date on which he/she spoke and the matter discussed.
2. Supply two copies, of the transcribed record to the Secretary for distribution to the members concerned for the purpose of revision and correction, later than 10H00 on the next day following the day on which the proceedings were recorded and keep copies for all transcriptions
3. When transcriptions referred to above are returned to the bidder for correction, the bidder must produce a revised and correct transcription;
4. Compile an index of proceedings, a list of Members of Parliament and such other information as indicated by the Secretary for inclusion in each bound volume of the debates.
5. At the end of each calendar year, bind the reports of the Chamber into volumes that must not exceed 200 sheets each, but the proceedings of more than one session can be bound in one volume. Each volume shall be bound in covers as indicated by the Secretary and be reinforced with linen or other strong material.
6. The index and title of each volume shall be printed on the front and back inner cover of each numbered volume with the session number and sitting dates. The outer cover shall clearly bear the Coat of Arms and be titled "Debates of the National Assembly". The bound copies must be delivered to the Secretary within 30 days after the end of the calendar year.
7. The bidder shall, at all times during official Government hours allow any person authorised by the Secretary to listen to any portion or portions of recorded minuted proceedings or to transcribe such portion or portions which he may require and which he is authorized to listen to.
8. Responsible for the editing of the transcribed records.
9. Provide GOVERNMENT with an electronic copy in Microsoft Word and PDF format of the edited transcribed records of the Chamber within 7 days from the date on which the recording was done.
10. Provide the Government upon request or at the end of each Session with copies on CD/DVD of the digitally recorded voice recordings of the National Assembly.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **NCS-TB/RFQ/03-01/2022-23**

Complete the unit and total prices for each item listed below in Namibian Dollars. Authorize the prices quoted in the signature block below.

Currency of Quotation: Namibian Dollars

Item No	Brief Description of Services	Quantity	Unit of Measure	Unit Price Double-side page	Total Price
1	Typing of verbatim report of Standing and Select Committees	1	Per page		
2	Typing of the final record of Standing and Select Committee	1	Per page		
3	Typing of the verbatim reports of the debate in the Chamber	1	Per page		
4	Typing of the final annual record of the debates in the Chamber	1	Per page		
5	Printing of annual volumes	20	Books		
6	Binding of annual volumes	20	Books		
Other additional cost (if any)					
Value added tax @15%					
Sub-totals					
TOTAL CONTRACT PRICE					

Note: All costs including labour shall be taken into consideration when costing and an explanation of the additional cost is required below:

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: _____

[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 noncompliance/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	Typing of verbatim report of Standing and Select Committees		
2	Typing of the final record of Standing and Select Committee		
3	Typing of the verbatim reports of the debate in the Chamber		
4	Typing of the final annual record of the debates in the Chamber		
5	Printing of annual volumes		
6	Binding of annual volumes		

* 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-TB/RFQ/03-01/2022-23** for the procurement of services (time based) available on the website of the Public Entity (*insert website address*) except where modified by the Special Conditions below.

SECTION VII: CONTRACT DATA SHEET

Procurement Reference Number: NCS-TB/RFQ/03-01/2022-23

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
GCC 1.1 Effectiveness of Contract	The Contract shall be deemed to come into effect as from: _____ (dd/mm/yyyy)
GCC 1.3.1 Intended Completion date	Unless terminated earlier pursuant to sub-clause GCC 1.7 of the Contract, the Service Provider shall complete its activities by _____ [dd/mm/yyyy] which is the end of the thirty-six (36) months or by an additional period of _____ months, renewable on an annual basis.
GCC 1.6.1 Issue of notices	The Authorized Representative of the Employer is <i>Ms Lydia T. Kandetu, Secretary of the National Assembly, Contact number: 061-288 2520</i> The Authorized Representative of the Service Provider is: (Name and contact number) _____
GCC 2.6 Insurance and liabilities to Third Party	The amount of the Professional Indemnity Insurance Cover shall be at least: _____ (if required)
GCC 2.7 Reporting Obligations	The Service Provider shall report to: <i>Ms Emeritha Mofuka, Head: PMU: General Services, National Assembly, Contact number: 061-288 2638</i>
GCC 2.10 Performance Security	The Performance Security required shall be 12 % of the Contract Price.
GCC 4.2 Contract Price	The amount payable is: _____ per month.
GCC 4.3 Terms of Payment	Payments will be made to the Service Provider on a monthly basis <i>within 30 days</i> after receipt of invoice.
GCC 4.5 Price Adjustment	Prices <i>shall not be</i> adjustable.

ADDITIONAL SPECIAL CONDITIONS OF THE BID

Interested bidders should include the following information and documents in their submissions of bids. The requested information and documents under this section will be used in conjunction with the commercial and technical criteria during the bid evaluation process.

It is therefore essential that bidders provide all relevant information as requested.

1. Proof that an assessment of the work load has been done before tendering. Bidders must visit the premises and familiarise themselves with the workload.
2. Bidders must provide an overview of their organization;
3. Bidders must have a sufficient number of experienced transcribers, stenographers and staff with sound editing skills, to comply with the tender requirements and their curriculum vitae should be submitted as a proof. The bidder should also provide proof that a qualified editor is employed at the time of tendering.
4. Bidders are required to have the DIGITAL recording equipment (including microphones and transcribers) at the time of bidding. **Please note that the office will do a site inspection to verify that the bidders have the required equipment.**
5. Bidders should attach to their bidding documents the proof that the equipment is their property.
6. Bidders should show proof of owning printing facilities in terms of printing the annual volumes. If the bidder's company does not have its own printing and binding facilities an agreement with **a Namibian registered printing company** must be provided and all required documents (statutory documents) in terms of tendering requirements of that company must also attached.
7. Bidders must name the proposed principal point of contact together with a Curriculum Vitae of such principal which should include a complete working history, relevant professional skills/qualifications including length of service in the organization.
8. Bidders must provide a detailed list of all current running commitments/contracts (if any).
9. Bidders must **provide an executive summary of their proposal** which must include the organization's proposed approach and plans for satisfying the provisions of the contract.
10. Bidders should provide their procedures for managing complaints and/or problems.
11. Bidders must provide details of their standard procedures for monitoring, evaluating and maintaining quality of service and for ensuring timely and accurate delivery of the service as outlined in the contract.

12. Bidders must outline the methods that their organization would employ to meet the required timelines and handling urgent requests for Transcription Services.
13. Bidders must provide a secure and confidential transcribing facility. Bidders should further detail the safeguards and measures proposed to deal with materials carrying a security or confidential classification and otherwise sensitive documents.
14. Bidding companies must at least have a minimum of **3 years track record** in providing transcription services backed by justifiable references.
15. Bidders must provide a **Letter of Intent from their financial institutions** in terms of the finances available to start with the tender.
16. **Bidders should familiarize themselves with the attached draft contract/agreement.**

DRAFT AGREEMENT

Entered into between:

THE GOVERNMENT OF THE REPUBLIC OF NAMIBIA, Represented

herein by _____(Name & capacity)

(hereinafter referred to as the GOVERNMENT)

on the one hand,

AND

_____[Name & of bidder's company]

Represented herein by _____[Name & capacity)

(hereinafter referred to as the CONTRACTOR)

on the other hand.

WHEREAS the GOVERNMENT requires the transcription and printing of recorded debates, questions, replies and discussions of the National Assembly, as well as the indexes thereto.

AND WHEREAS the CONTRACTOR is prepared and willing to employ the minimum employees necessary to perform these and related functions, as agreed upon with the GOVERNMENT.

AND WHEREAS the CONTRACTOR is prepared, willing and able to provide the necessary digital equipment and expertise to undertake such transcription services.

It is hereby agreed as follows:

1. DEFINITIONS

In this agreement, unless expressly stated otherwise, the following words shall have

the corresponding definitions:

“AGREEMENT”

means this document in its entirety and any additions and/or addendums agreed to and signed by the parties hereto.

“COMMITTEES”

means all Standing Committees and Select Committees and all other Functional Committees within the National Assembly.

“DEBATES”

means any debate in the National Assembly including any ruling, remark, interjection, question and reply given.

“MEMBER”

means a member of the National Assembly as provided for in terms of Article 46 of the Constitution of the Republic of Namibia.

“PROCEEDING”

means process relating to the execution of Parliamentary activities within the Chamber and shall include work performed in Parliamentary Committees.

“RECORDING”

unless the context specifically indicates otherwise means any recording digitally acquired and “record” shall have a corresponding meaning: Provided further that the singular shall include the plural and vice versa.

“SECRETARY”

means the Secretary of the National Assembly as defined in Article 52 (1) of the Constitution of the Republic of Namibia, or his/her authorised representative.

“SESSION”

means the period set down in the Parliamentary Calendar for the meetings of the National Assembly.

“TRANSCRIPTION”

means the translation into written form of the recordings made.

“VERBATIM REPORT”

means a report in the first person reflecting the exact words spoken, including rulings and remarks by the Speaker or Chairperson, as well as questions and answers, and shall exclude unnecessary and superfluous words or phrases in which obvious errors are corrected: Provided that nothing may be

removed or included which shall change the meaning, intention or illustration of the spoken words.

2. CONTRACT PERIOD AND TENDER PRICES

2.1 The contract period shall be for a period of three (3) years from _____ to _____ with the option of extension at the expiration thereof, at the discretion of the GOVERNMENT.

2.2 The decision to invoke such an extension shall be exercised by the GOVERNMENT two months prior to the termination of the agreement, and the CONTRACTOR shall be informed in writing of such a decision, which shall be final.

2.3 The CONTRACTOR has no right to request an extension.

2.4 The CONTRACTOR retains the right to decline any extension option referred to in 2.1 above.

2.5 Upon extension of this agreement at any time, the alteration of rates outlined in herein shall only be effected with the written approval of the GOVERNMENT.

3. DUTIES OF THE CONTRACTOR

3.1 The CONTRACTOR undertakes to record and transcribe all the proceedings in the English language: Provided that any utterances and quotations of another language are transcribed in the language as it was spoken.

3.2 The CONTRACTOR agrees to provide transcribed records of all the Committees of the House and further accepts that the number of functional Parliamentary Committees for which this service is required may vary.

3.3 The CONTRACTOR agrees to make available the necessary equipment required for the making of transcriptions as agreed upon herein, and shall install equipment required for this purpose in all the rooms where meetings will take place.

3.4 The CONTRACTOR shall supply employees to control and handle the recording equipment. Employees provided in terms of this clause shall:

- i) be responsible for the rigging of equipment in the chamber and meeting rooms and shall further ensure that all equipment is in sound working condition prior to and during all the proceedings.
- ii) be responsible to continuously listen into the proceedings on the recording equipment to ensure that a proper recording is made and draw attention to any faults or defects,
- iii) Number each recording.
- iv) Keep short hand-written notes of the proceedings, and clearly affix the dates of each session.
- v) Preserve all recordings permanently.

3.5 The CONTRACTOR shall transcribe all records onto size A4 paper, typed on both sides, in single line spacing with approximately 40 lines per page, while each page shall clearly indicate the name of the person speaking, the date on which he/she spoke and the matter discussed.

3.6 The CONTRACTOR shall not later than 10H00 on the next day following the day on which the proceedings were recorded, supply two copies, of the transcribed record to the Secretary for distribution to the members concerned for the purpose of revision and correction. The CONTRACTOR further agrees to keep copies of all transcriptions.

3.7 When transcriptions (referred to in clause 3.6 above) are returned to the CONTRACTOR, the CONTRACTOR agrees to produce a revised and correct transcription in the form as outlined in clause 3.5.

3.8 The CONTRACTOR shall also compile an index of proceedings, a list of Members of Parliament and such other information as indicated by the Secretary for inclusion in each bound volume of the debates.

3.9 At the end of each calendar year the CONTRACTOR shall bind the reports of the Chamber into volumes that must not exceed 200 sheets each, but the proceedings of more than one session can be bound in one volume. Each volume shall be bound in covers as indicated by the Secretary and be reinforced with linen or other strong material. The index and title of each volume shall be printed on the front and back inner cover of each numbered volume with the

session number and sitting dates. The outer cover shall clearly bear the Coat of Arms and be titled "Debates of the National Assembly". The bound copies must be delivered to the Secretary by the CONTRACTOR within 30 days after the end of the calendar year.

- 3.10** The CONTRACTOR shall, at all times during official Government hours allow any person authorised by the Secretary to listen to any portion or portions of recorded minuted proceedings or to transcribe such portion or portions which he may require and which he is authorised to listen to.
- 3.11** The CONTRACTOR shall be responsible for the editing of the transcribed records.
- 3.12** The CONTRACTOR agrees to provide GOVERNMENT with an electronic copy in Microsoft Word and PDF format of the edited transcribed records of the Chamber within 7 days from the date on which the recording was done.
- 3.13** The CONTRACTOR agrees further to provide the Government upon request or at the end of each Session with copies on CD/DVD of the digitally recorded voice recordings of the National Assembly.

4. RESPONSIBILITY OF CONTRACTOR

- 4.1** The CONTRACTOR agrees that he/she has made an assessment of the workload, and frequency of meetings for which transcriptions are required and undertakes to ensure that adequate services shall be provided for the transcription of these and any additional Sessions.
- 4.2** The CONTRACTOR agrees to employ sufficient staff to effect the recording of all proceedings as well as the accurate and immediate transcription of reports, within the time limits set by this agreement and shall take all steps necessary to meet the diligent fulfilment of his/her obligations as set out herein.
- 4.3** The CONTRACTOR shall, at all times have a sufficient number of typists available as may be necessary to transcribe the recorded minute proceedings and to prepare the required corrections. The CONTRACTOR shall also affix a certificate to each record, certifying the accuracy of the transcribed content, and take full responsibility for the work so done. All preparation of transcribed records shall include the typing, sorting, paginating, indexing and binding of the reports.

5. OATH OF SECRECY

The CONTRACTOR shall be responsible to ensure that each employee shall take the oath of secrecy not to disclose any information of any matter in the scope of his/her duty to another party.

6. NON DISCLOSURE

6.1 The CONTRACTOR shall not supply any copies of any proceedings, or any parts thereof to any other person, unless the Secretary grants permission, in writing.

6.2 The GOVERNMENT has the right to summarily terminate this agreement if the CONTRACTOR is in breach of the condition set out in clause 5

6. DUTIES OF GOVERNMENT

6.2 The GOVERNMENT shall for the purpose of fulfilling its obligations in terms of this agreement, ensure that the CONTRACTOR enjoys free access to the Parliament building and specifically, all the rooms and meeting halls which shall be engaged for the purposes of this agreement.

6.3 The GOVERNMENT shall provide such office facilities as may be readily available, for use by the CONTRACTOR and his/her staff in the performance of their work in this regard; Provided that the GOVERNMENT is not obliged to make such facilities available.

7. INDEMNITY

The CONTRACTOR herewith indemnifies the GOVERNMENT against any claim for loss of life or for the loss of damage to any personal property or personal injury to him/herself or his/her staff, which may arise from any negligent act of any Government official or Members of Parliament, or their failure to ensure adequate security measures.

8. SECURITY

The CONTRACTOR shall provide security in the amount of N\$10 000.00 to the satisfaction of the Secretary, in favour of the GOVERNMENT for the proper execution of his duties in terms of the agreement. The security shall be in the form of a guarantee, issued by a banking institution registered in terms of the Banking

Act (Act 23 of 1965), and shall become payable within 30 days of the award of the Tender to the CONTRACTOR.

9. LOSS OR DAMAGE TO GOVERNMENT PROPERTY

The CONTRACTOR shall be responsible for the safe-keeping of all such government property which may, as a result of this agreement, be in his or her possession and shall at all times be liable for any loss or damage of such property.

10. PAYMENT

10.1 The GOVERNMENT agrees to pay the following amounts after completion of the services as set out in the agreement.

i. Typing of verbatim report of Standing and Select Committees:	Per double-sided page N\$
ii. Typing of the final record of Standing and Select Committees: if any corrections were made	Per double-sided page N\$.....
iii. Typing of the verbatim reports of the debate in the Chamber	Per double-sided page N\$.....
iv. Typing of the final annual record of the debates in the Chamber:	Per double-sided page N\$
v. Cost of each copy of the final record: first 100 copies additional copies	Per double-sided page N\$ Per double-sided page N\$.....
vi. Binding of annual volumes:	Per volume N\$
vii. Binding of Committee volumes	Per volume N\$.....

10.2 The tariffs outlined above may not be amended without the written consent by the Secretary, provided that the CONTRACTOR shall give two months' notice of his

intention to apply for a price adjustment, and provided further that the tariff adjustment shall not exceed the change in the consumer price index of Namibia.

10.3 The CONTRACTOR undertakes not to request an increase in the tariffs within a period of six (6) month after the conclusion of this agreement by both parties.

11. ARBITRATION

11.1 If at any time any dispute or difference arises between the National Assembly and the CONTRACTOR upon, in relation to, or in connection with this agreement or any service rendered to, or in connection with this agreement or any service rendered in terms of thereof either of the parties shall as soon as reasonably practicable, refer the matter for arbitration to a person agreed upon by the parties: Provided that if the parties cannot agree to the arbitrator, the matter shall be referred to an independent arbitrator, appointed by the Labour Commissioner, in accordance with the provisions of the Labour Act, 2007 (Act 11 of 2007).

11.2 Such arbitration shall be final unless the CONTRACTOR, within 14 days, gives notice in writing to the Secretary that the matter be referred to an independent arbitrator appointed by the Labour Commissioner, in accordance with the provisions of the Labour Act, 2007. If an independent arbitrator has already been appointed under Clause 11.1, this clause will not apply.

11.3 Nothing contained in this paragraph will preclude any of the parties from obtaining intermediate relief on an urgent or other basis from a court of competent jurisdiction, pending the decision of the arbitrator. For purposes of this paragraph the parties consent to the jurisdiction of the High Court of Namibia or the Magistrate's Court for the District of WINDHOEK for any legal proceeding in respect of any dispute that may arise from this agreement regardless of the cause of action or the amount in dispute, and this paragraph shall serve as a written consent to jurisdiction as may be required by any law or court for purposes of conferring jurisdiction upon the court wherein the dominus litis may institute such proceedings.

11.4 The provisions of this paragraph shall be severable from the remainder of this agreement and shall remain binding and effective as between the parties, notwithstanding that this agreement may otherwise be cancelled or declared of no force and effect for any reason.

12. TERMINATION

12.1 This agreement shall be terminated in any one of the following instances.

12.2 If both parties hereto agree in writing to terminate this agreement.

12.3 If this agreement is cancelled in terms of the provisions of clauses 5 and 13 hereof.

12.2 Termination of this agreement for any cause whatever, shall not release any party from any liability which at the time of termination has already accrued in respect of any act or omission prior to termination, nor shall any such termination hereof affect in any way the survival of any right, duty or obligation of the other parties hereto which is expressly stated in this agreement.

13. BREACH

Subject to clause 5 hereof, should -

13.1 the CONTRACTOR commit any breach of any stipulation contained in this agreement (failure to comply with the provisions of this agreement including failure to meet any deadline, as well as misrepresentation, shall be regarded as a breach of the agreement);

13.2 the CONTRACTOR for any reason whatever being disqualified to proceed with business lawfully; the GOVERNMENT shall have the right to;

- (a) cancel this agreement after having given the CONTRACTOR fourteen (14) days written notice to rectify, failing which, the agreement shall be cancelled forthwith without prejudice to any of the other rights and remedies of the GOVERNMENT including the right to claim damages; or
- (b) claim immediate fulfilment of any term and condition of this agreement together with any damages that the GOVERNMENT may become entitled by law.

14. NO CESSION

The CONTRACTOR undertake to perform all obligations set out in this agreement and shall not cede any rights or duties arising therefrom to another party.

15. DOMICILIUM

Both parties choose as domicilium citandi et executandi for all purposes of the agreement, the following addresses:

<i>For The National Assembly</i>	<i>For The Bidder</i>
Love Street 14C	
Parliament Building	
Private Bag 13323	
WINDHOEK	

Duly done and signed by the **GOVERNMENT** at **WINDHOEK** on the day of
(month)(year)

_____(Name)

_____(Capacity)

_____(Signature)

_____(Signature for Witness)

Duly done and signed by the **CONTRACTOR** at **WINDHOEK** on the day of

_____(Name)

_____(Capacity)

_____(Signature)

_____(Signature for Witness)

SCHEDU

LE 3 QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: NCS-TB/RFQ/03 -01/2019

No	Description information or documents	Attached (please tick if submitted and cross if not)
1	Quotation Letter	
2	Priced Activity Schedule	
3	Performance Compliance Sheet	
4	Bid Securing Declaration	
5	An undertaking (on a prescribed form from Ministry of Labour, Industrial Relations and Employment Creations) by the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order	
6	a valid company Registration Certificate	
7	have an original valid good Standing Tax Certificate	
8	have an original valid good Standing Social Security Certificate	
9	have a valid certified copy of Affirmative Action Compliance Certificate	
10	Company profile, past experience and references where similar services have been provided	
11	Proof that an assessment of the work load has been done before tendering. Bidders must visit the premises and familiarize themselves with the workload	
12	An overview of their organization	
13	Proof of number of experienced transcribers, stenographers and staff with sound editing skills, qualified editor and their curriculum vitae	
14	Proof of digital recording equipment (including microphones and transcribers	
15	Proof that the equipment is their property.	
16	Proof of printing facilities ownership or an agreement with a <u>Namibian registered printing company</u>	
17	Curriculum Vitae of the Principal contact with a complete working history, relevant professional skills/qualifications including length of service in the organization.	
18	Detailed list of all current running commitments/contracts (if any)	
19	Executive summary of bidder's proposal which must include the organization's proposed approach and plans for satisfying the provisions of the contract	
20	Information about the procedures for managing complaints and/or problems	
21	Proof of three (3) years track record	
22	Letter of Intent from the Financial Institution	

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.