



OFFICE OF THE SECRETARY

**Request for Sealed Quotations
For Goods**

**SUPPLY AND DELIVERY OF MINERAL STILL WATER FOR THE
INSTITUTION**

Procurement Reference No: G/RFQ/ 11-13/23/24

Parliament Building, Private Bag 13371, Windhoek, Namibia, Tel. (061) 202 8000/202 8111, Fax
(061) 226 121



NATIONAL COUNCIL

OFFICE OF THE SECRETARY

Letter of Invitation

**All Bidders
Windhoek**

28 June 2023

Procurement Reference Number: G/RFQ/ 11-13/23/24

Dear Sirs/Madam

SUPPLY AND DELIVERY OF MINERAL STILL WATER FOR THE INSTITUTION

The Parliament -National Council invites you to submit your best quote for the items 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 Mr V. Awala at Tel No 061 202 8200, Cell No 081 158 4014, v.awala@parliament.na, 1st floor Room 1.3.

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

NB// pay attention on page 6, article 4 Eligibility Criteria's: attach all the required documents from A-I, don't skip any of them.

Yours faithfully,

.....
Ms. J. Steyn

Head of Procurement Management Unit



SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The National Council reserves the right:

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

2. Preparation of Quotations

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

- (a) The Quotation Letter in Section II with its annex for Bid Securing Declaration
- (b) the List of Goods and Price Schedule Section III;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment deemed appropriate.

You are advised to carefully read the complete Request for Sealed Quotations document, including the Special Conditions of Contract in Section VII, before preparing your quotation. The standard forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

3. Validity of Quotations

The Quotation validity period shall be 30 days from the date of submission deadline.

4. Eligibility Criteria

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

- (a) have an original valid good standing of company Registration certificate specifying shareholders or Certified copy by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (ActNo16 of 1963:
- (b) have an original good Standing Tax Certificate or Certified copy by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (ActNo16 of 1963
- (c) have an original valid good standing Social Security Certificate/ Certified copy by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (ActNo16 of 1963
- (d) have an original valid Employment Equity Commissioner or valid certified 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 written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- (f) have a valid certified certificate indicating SME Status (for Bids reserved for SMEs);

- (g) Submit certified identity copies of the shareholders
- (h) submit a completed and signed Bid Securing Declaration;
- (i) Submit a valid confirmation letter from the bank

5. Delivery

Delivery shall be one (1) working days after acceptance/issue of Purchase Order. Deviation in delivery period shall not be accepted /shall only be considered if such deviation is reasonable. The following tests and inspections will be conducted on the goods at delivery:

6. Sealing and Marking of Quotations

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

7. Submission of Quotations

Quotations should be deposited in the Quotation Bid Box located at National Council, Ground Floor not later than **Monday, the 10 July 2023, at 10h00**. Quotations by post or hand delivered should reach Parliament- National Council, Private Bag 13371, Windhoek by the same date and time. Late quotations will be rejected.

8. Opening of Quotations

Quotations will be opened internally by the National Council immediately after the closing time referred to in instruction 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing Declaration, will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

9. Evaluation of Quotations

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

10. Technical Compliance

Bidders shall submit along with their quotations documents, catalogues and any other literature to substantiate compliance with the required specifications and to qualify deviations if any with respect to Public Entity's requirements.

The Specifications, Performance Requirements and Compliance Sheet details the minimum specifications of the goods/items to be supplied. The specifications have to be met but no credit will be given for exceeding the specifications.

11. Prices and Currency of Payment

Prices shall be fixed in Namibia Dollars.

12. Margin of Preference

- 1.1. The applicable margins of preference and their application methodology are as follows:
N/A
- 1.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of: N/A

13. Award of Contract

The Bidder having submitted the lowest evaluated responsive quotation and qualified to supply the goods/items and related services shall be selected for award of contract. Award of contract shall be by issue of a Purchase Order/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

14. Performance Security

The successful bidder shall upon acceptance of its offer submit a Performance Security as per the format contained in the Schedule for an amount of 10% of the contract price. N/A

15. Notification of Award and Debriefing

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

SECTION II: QUOTATION LETTER

Quotation addressed to:	National Council
Procurement Reference Number:	G/RFQ/ 11-13/23/24
Subject matter of Procurement:	SUPPLY AND DELIVERY OF MINERAL STILL WATER FOR THE INSTITUTION

We offer to supply the items listed in the attached List of Goods and Price Schedule as per the defined specifications, except for the qualified deviations and, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instruction to Bidders.

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

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

The validity period of the Quotation is _____ days from the date of the bid submission deadline.

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

The delivery period offered from the date of issue of Purchaser Order/ Letter of Acceptance is as shown in the List of Goods items and Price Schedule.

Quotation Authorised by:

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

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

Date:

Procurement Ref No.: G/RFQ/ 11-13/23/24
To: Parliament-National Council

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:
Capacity of:

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

Dated on _____ day of _____, _____

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: LIST OF GOODS AND PRICE SCHEDULE

QUOTATION FOR: SUPPLY AND DELIVERY OF MINERAL STILL WATER FOR THE INSTITUTION Procurement Ref No. G/RFQ/ 11-13/23/24

INSTRUCTIONS TO THE PUBLIC ENTITY		INSTRUCTIONS TO BIDDERS							
At time of preparation of the RFQ, Columns A to D shall be filled in by the Public Entity.		Bidders shall fill-in columns E - I and fill the total							
A	B	C	D	E	F	G	H	I	
Item no.	Description of Goods	Quantity required	Unit of measures	#	Price per unit NAD ¹	Total price without VAT NAD	VAT: NAD	Delivery weeks) (days/month	Count ry of Origin
	SUPPLY AND DELIVERY OF MINERAL STILL WATER FOR THE INSTITUTION								
1.	Still Water 350 ml Namibian Products	21 cases							
2.	Still Water 500 ml Namibian Products	42 cases							
3.	NOTE: THE WATER EXPIRATION DATE MUST BE AT LEAST ONE YEAR AFTER THE DELIVERY DATE								
					Vat%				
					TOTAL				
NAME:		POSITION:		SIGNATURE		DATE			
NAME OF BIDDER:		ADDRESS:							

1. If Price quoted is subject to change in rate of exchange at the time of delivery of goods provide details hereunder:

Currency : Exchange Rate: If no base rate of exchange is given, the price shall be treated as firm in Namibia Dollars for all intent and purpose. Key notes: NA=NOT APPLICABLE, NQ=NO QUOTE

No		THE BIDDER R TO COMPL ETE	Compliance e of Specification n Offered	Non- Compliance/ Deviation (if applicable)
A*	B*	C*	Yes	No
		Deviation (if any)		
	SUPPLY AND DELIVERY OF MINERAL STILL WATER FOR THE INSTITUTION			
1.	Still Water 350 ml Namibian Products			
2.	Still Water 500 ml Namibian Products			

Procurement Ref No. G/RFQ/ 11-13/23/24

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: G/RFQ/ 11-13/23/24

Subject and GCC clause reference	Special Conditions
Purchaser GCC 1.1 (h)	The purchaser is: Parliament- National Council
Site GCC 1.1(m)	The Site/final destination for delivery of the Goods is Parliament- National Council, Parliament Building, 14 Love Street, Windhoek
Incoterms Edition GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
Notices GCC 8.1	Any notice shall be sent to the following addresses: Ms Jack Steyn, Head of Procurement Management Unit, Parliament- National Council, Private Bag 13371, Windhoek For the Supplier, the address and contact name shall be; _____
Settlement of Dispute GCC 10.2	Arbitration proceedings shall be conducted in accordance to the following rules: The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows: In the case of a dispute between the Purchaser and a Supplier who is a national of Namibia, the dispute shall be referred to adjudication or arbitration in accordance with the laws of Namibia. _____

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Subject and GCC clause reference	Special Conditions
Delivery and Documents GCC 13.1	The Goods are to be delivered within 10 days from the date of Purchase Order or Letter of Acceptance. The shipping and other documents to be furnished by the Supplier are: (a) signed delivery note;
Price Adjustment GCC15.1	The Price shall not be adjustable.
Terms of Payment GCC 16.1	The structure of payments shall be: full payment following delivery of the Supplies and submission of an invoice and the documents listed in clause 13.1
Terms of Payment GCC 16.3	Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.
Terms of Payment GCC 16.4	The currency of payment shall be the currency of order specified in the List of Goods, Price Schedule and Product details in the Statement of Requirements.
Payment Method GCC 16.5	The method and conditions of payments to be made to the Supplier under this Contract shall be as follows: i) On Acceptance: The Contract Price of goods received shall be paid no later than thirty (30) days of receipt of the Goods upon submission of an invoice (showing Purchaser's name; the Procurement Reference number, description of payment and total amount, signed in original, stamped or sealed with the company stamp/seal) supported by the Acceptance Certificate issued by the Purchaser. An interest rate of 2% is payable to the supplier by the purchaser for each month payment is delayed until payment has been made in full.
Performance Security GCC 18.1	No performance security is required.
Discharge of Performance Security GCC 18.4	The performance security will be discharged no later than: N/A
Packing GCC 23.2	The packing, marking and documentation within and outside the packages shall be: N/A
Insurance GCC 24	Where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation. N/A
Subject and GCC clause reference	Special Conditions

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Subject and GCC clause reference	Special Conditions
Transportation GCC 25	The Goods shall be delivered: in accordance with the incoterm 2010 CIF and CIP.
Inspection and Tests GCC 26.	The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services. After installation the supplier will hand over the goods to the purchase and explain all related warranties
Liquidated Damages GCC 27.1	Liquidated damages for the whole contract is 2% of the final contract per week. The maximum amount of liquidated damages for the whole contract is 8 % of the final contract price.
Warranty GCC 28.3	For item 1, the minimum period of warranty/shelf life shall be one year For item 2, the minimum period of warranty/shelf life shall be one year
Repair and replacement GCC 28.5	The period for repair and replacement of defects shall be: 30 days

Attachment: Price Adjustment Formula

If in accordance with GCC 15.1, prices shall be adjustable, the following method shall be used to calculate the price adjustment:

15.2 Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$P_1 = P_0 \left[a + \frac{bL_1}{L_0} + \frac{cM_1}{M_0} \right] - P_0$$

$$a+b+c = 1$$

in which:

- P₁ = adjustment amount payable to the Supplier.
- P₀ = Contract Price (base price).
- a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
- b = estimated percentage of labor component in the Contract Price.
- c = estimated percentage of material component in the Contract Price.
- L₀, L₁ = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.

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M_0, M_1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c as specified by the Purchaser are as follows:

- a = N\$.....
- b= N\$.....
- c= N\$.....

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment =number of weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.
- (b) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (c) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

SCHEDULE 2

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	NS	NS
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		

$$\text{Local Value Added} = \frac{\text{Total Cost} - \text{Cost of imported inputs}}{\text{Total Cost}} \times 100$$

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

SCHEDULE 3**QUOTATION CHECKLIST SCHEDULE****Procurement Reference No.: G/RFQ/ 11-13/23/24**

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Bid Securing Declaration		
Evidences for conformity of Goods		
Valid mandatory documents		

SCHEDULE 3: QUOTATION CHECKLIST SCHEDULE

Description	Attached	Not Attached
Eligibility Criteria, to be eligible to participate in this 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 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 Valid certified ID copy of Shareholders		
(f) Have Confirmation Letter from the Bank		
(g) have a valid certified certificate indicating SME Status (for Bids reserved for SMEs);		

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.