

OFFICE OF THE SECRETARY

Request for Sealed Quotations For Non-Consultancy Services

PROVISION OF A SERVICE LEVEL AGREEMENT FOR MAINTENANCE OF CCTV SYSTEM FOR A PERIOD OF THREE (3) YEARS

Procurement Reference No: NCS/RFQ/ 11-03/2024/2025

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

To : All bidders

Procurement Reference Number NCS/RFQ/ 11-03/2024/2025

07 June 2024

Dear Sirs,

Request for Quotations for the provision of a service level agreement for maintenance of CCTV system for a period of three (3) years

The National Council invites you to submit your best quote for the works described in detail hereunder.

Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to Mr V. Awala at Tel No 061 202 8200, Cell No 081 158 4014, v.auala@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.

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 lot; and
- (b) to accept or reject any quotation or 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 works 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 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 180 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/certified copy, certified by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended;
- (b) have an original valid Good Standing Tax Certificate/ certified copy, certified by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended;
- (c) have an original valid good Standing Social Security Certificate/ certified copy, certified by a Commissioner of Oath appointed in terms of the Justice of the Peace and Commissioner of Oaths Act, 1963 (Act No. 16 of 1963) as amended or a printout of a valid electronic or online Social Security Certificate issued in terms of the Electronic Transactions Act, 2019 (Act No. 4 of 2019);
- (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 completed and 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;
- (h) The principal business should be in line with the nature of services required;
- (i) Submit a certified copy of identity document of company shareholders (certification should not be older than six (6) months);
- (j) Submit one (1) reference letter for the installation and maintenance of a CCTV systems and cameras not older than five years.
- (k) The bidding document should be completed, signed, stamp and initialled where applicable.

5. Bid Security/Bid Securing Declaration

Bidders are required to subscribe to a Bid Securing Declaration for this procurement process.

6. Works Completion Period

The completion period for works shall be **30 days** after acceptance and issue of Purchase Order. Deviation in completion period shall not be accepted.

7. Sealing and Marking of Quotations

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

8. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at National Council, Ground Floor not later than **Friday**, 19 July 2024, at 10h00. Quotations by post or hand delivered should reach National Council by the same date and time at latest. Late quotations will be rejected.

Quotations received by e-mail will not be considered.

9. Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 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.

10. 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, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

11. Technical Compliance

The Specifications and Compliance Sheet details the minimum specifications of the works to be carried out. The specifications have to be met, but no credit will be given for exceeding the specifications.

12. Prices and Currency of Payment

Prices for the execution of works 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 works, and shall include all duties. The whole cost of performing the works shall be included in the items stated, and the cost of any incidental works shall be deemed to be included in the prices quoted.

13. Margin of Preference

13.1. The applicable margins of preference and their application methodology are as follows:

Not applicable

14. Award of Contract

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

15. Notification of Award and Debriefing

The Public Entity 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 7 days. Furthermore, the Public Entity shall attend to all requests for debriefing made in writing within 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 will be rejected

Quotation addressed to: [name of Public Entity]	National Council
Procurement Reference Number:	NCS/RFQ/ 11-03/2024/2025
Subject matter of Procurement:	Provision of a service level agreement for maintenance of CCTV system for a period of three (3) years

We offer to execute the Works detailed in the Statement of Requirements, in accordance with the terms and conditions stated in your Request for Sealed Quotations referenced above.

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

We undertake to abide by the Conduct of Bidders and Suppliers as provided under the Public Procurement Act during the procurement process and the execution of any resulting contract.

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

The validity period of our Quotation isthe bid submission deadline.	_ days [insert number of days] from the date of
We confirm that the prices quoted in the Priced A be subject to revision or variation, if we are award quotation validity.	
Works will commence withinPurchase Order/ Letter of Acceptance.	[insert number] days from date of issue of
Works will be completed withinPurchase Order/ Letter of acceptance.	[insert number]days from date of issue of

Quotation Authorised by:

Name of Bidder		Company's Add	dress and seal	
Contact Person				
Name of Person Author	ising the Quotation:	Position:	Signature:	
Date	Phon	e No./E-mail		

[This form is to be deleted if Bid Securing Declaration is not applicable.] Appendix to Quotation Letter

BID SECURING DECLARATION

(Section 45 of Act)

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

Date: 07 June 2024

Procurement Ref No.: NCS/RFQ/ 11-03/2024/2025

To:

National Council P/Bag 13371 Windhoek

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 Bidde
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]
Composeta Saal (subana annuanista)

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:
2512271231121111111212112112112112112112112112
· 3· · · 2· · · · · · · · · · · · · · ·
Anticipated Contract Duration:
Location where work will be done, good/services will be delivered:
3. UNDERTAKING
I[insert full name], owner/representative
of
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:

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.

A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

1. Background and introduction

The National Council is established in terms of Article 68 of the Constitution, with its powers and functions set out in Article 74. The constitutional mandate of the National Council is to review the bills passed by the National Assembly, conduct oversight over the Executive in terms of Article 41 and regional representation.

National Council is currently having a service level agreement in place for the provision of a CCTV system but it will lapse soon. It is against this background that a new service level agreement is required in order to maintain the CCTV system for a period of three (3) years.

2. Deliverables/Specifications

- Perform preventative and corrective maintenance of the CCTV system and its equipment.
- To provide a response to all complaints/enquiries on time.
- Conduct front and back checks on devices malfunctioning i.e. screens off, cameras
 offline, cameras not recording, operation error, equipment is off and replace if
 necessary.
- Ensure that the CCTV system operates properly and that damaged system or camera parts are repaired or replaced if the necessary.
- The bidder should have a good track record with references in the installation and maintenance of CCTV systems and cameras.
- Should have the possibility of future expansion of the online footage storage of the system to include a management software that can store CCTV footages for a period of twelve (12) months.
- Ensure that visual indications are functioning correctly.
- Guarantee the power supply to the system and equipment.
- Ensure that all cables, conduits, mini-trucking and fixings remain properly supported, undamaged and showing no undue signs of wear and replaced if necessary.
- Check for physical fixings of all equipment including loosening or corrosion of supports and fixings including mounting columns and brackets.
- Check all glands and seals on external equipment to ensure no ingress of water into the equipment.

- Ensure that cameras, lens, covers and housings have been cleaned where necessary to ensure nothing obscures the field of view.
- Check the picture quality of each camera and correct monitor selection.
- Ensure that all camera fields of view are free from obstruction.
- Ensure that operation of all monitoring and recording equipment (including time synchronising) is satisfactory.
- Check that the performance of the system continues to meet the agreed specifications/operational requirements.
- Ensure that all licenses needed are available and up to date.
- The contractor should provide the National Council with a full maintenance visit report within 5 (five) working days, following the visit and must confirm the checks and actions carried out during the visit, together with any further maintenance or maintenance action to be done.
- A copy of the preventative maintenance report should be made available to the to the National Council (via Security Team) on completion of the maintenance visit.

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: NCS/RFQ/ 11-03/2024/2025

[Complete the unit and total prices for each item listed below. Authorise the prices quoted in the signature block below.]

The quantities shown below are approximate and not subject to re-measurement for payment purposes.

Item No	Brief Description of Services	Quantity	Unit of Measure	Unit Price (N\$)	Total Price (N\$)
A*	B*	C*	D*	E	F
1	Provision of a service level agreement for the maintenance of CCTV system for a period of 3 years	1 system	Each		
2	Call-out fees		Per call out		
3	Warranty for a period of three (3) years	3 years	Each		
4	Annual recurring license for a period of three years	1	Each year		

Enter 0% VAT rate if VAT exempt.	Subtotal VAT @ %	
	Total	

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

Priced Activity Schedule Authorised By:

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

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

[Public Entity shall customise this section and the table hereunder where the Service Providers have to achieve set specification and performance standards.]

Procurement Reference Number:

NCS/RFQ/ 11-03/2024/2025

[Bidders should complete columns C and D with the specifications and performance of the Works offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specifications required. Attach detailed technical literature if required. Authorise the specifications 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*	<i>B</i> *	Ç	D
1	Perform preventative and corrective maintenance of the CCTV system and its equipment.		
2	To provide a response to all complaints/enquiries on time.		
3	Conduct front and back checks on devices malfunctioning i.e. screens off, cameras offline, cameras not recording, operation error, equipment is off and replace if necessary.		
4	Ensure that the CCTV system operates properly and that damaged system or camera parts are repaired or replaced if the necessary.		
5	The bidder should have a good track record with references in the installation and maintenance of CCTV systems and cameras.		
6	Should have the possibility of future expansion of the online footage storage of the system to include a management software that can store CCTV footages for a period of twelve (12) months.		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B *	\boldsymbol{c}	D
7	Ensure that visual indications are functioning correctly.		
8	Guarantee the power supply to the system and equipment.		
9	Ensure that all cables, conduits, mini-trucking and fixings remain properly supported, undamaged and showing no undue signs of wear and replaced if necessary.		
10	Check for physical fixings of all equipment including loosening or corrosion of supports and fixings including mounting columns and brackets.		
11	Check all glands and seals on external equipment to ensure no ingress of water into the equipment.		
12	Ensure that cameras, lens, covers and housings have been cleaned where necessary to ensure nothing obscures the field of view.		
13	Check the picture quality of each camera and correct monitor selection.		
14	Ensure that all camera fields of view are free from obstruction.		
15	Ensure that operation of all monitoring and recording equipment (including time synchronising) is satisfactory.		
16	Check that the performance of the system continues to meet the agreed specifications /operational requirements.		

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B *	C	D
	Check visual/audible indications are functioning correctly.		
17	Ensure that all licenses needed are available and up to date.		
18	Training is required for Security team		
19	Warranty for a period of three (3) years		
20	Provision of service level agreement for a period of three years		
21	The contractor should provide the National Council with a full maintenance visit report within 5 (five) working days, following the visit and must confirm the checks and actions carried out during the visit, together with any further maintenance or maintenance action to be done.		
22	A copy of the preventative maintenance report should be made available to the to the National Council(via Security Team) on completion of the maintenance visit.		

 $[\]boldsymbol{\ast}$ Columns A and B to be completed by Public Entity.

Specifications and Compliance Sheet Authorised By:

Name:	Signature:	
Position:	Date:	

Authorised for and on behalf of:	Company	

SECTION VI: GENERAL CONDITIONS OF CONTRACT AND CONTRACT AGREEMENT

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) for the Procurement of Goods (Ref. W/RFQ-GCC) available on the website of the Public Entity www.parliament.na except where modified by the Special Conditions below

SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number:

NCS/RFQ/11-03/2024/2025

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

GCC Clause Reference	Special Conditions		
Employer GCC 1.1(r)	National Council		
Intended Completion Date GCC	The intended completion date is: 3 years contractual agreement		
Project Manager GCC 1.1(y)	The Project Manager is: Mr. George Musweu		
Site GCC 1.1(aa)	The Site is located at National Council		
Start Date GCC 1.1(dd)	The Start Date shall be: After the signing of the contractual agreement		
The Works GCC 1.1(hh)	The Works consist of: Maintenance of CCTV system amongst others.		
Interpretation GCC 2.2	The project will be completed in the following sections:		
Interpretation GCC2.3	The following additional documents shall form part of the contract:		
Language and Law	The language of the contract is English The law that applies to the Contract is the law of Namibia.		

GCC Clause Reference		Special Conditions	
GCC 3.1			
Project Manager's Decisions 4.1	The Project Manager shall obtain specific approval from the Employer before carrying out any of his duties under the Contract which in the Project Manager's opinion will cause the amount finally due under the Contract to exceed the Contract Price or will give entitlement to extension of time. This requirement shall be waived in an emergency affecting safety of personnel or the Works or adjacent property.		
Delegation GCC 5.1	The Projec	t Manager may delegate his/her duties.	
Notices	Any notice	shall be sent to the following addresses:	
GCC 6	For the Employer, the address shall be as given on the page 2 of Bidding Document and the contact name shall be Ms. J. Steyn: PMU		
	For the Contractor, the address shall be as given on the firs Purchase Order/Letter of Acceptance and the contact na		
Insurance GCC 13.1	covers sha	the cover mentioned in (d)(i) hereunder, the other insurance ll be in the joint names of the Contractor and the Employer nimum insurance amounts shall be:	
	(a)	for the Works, Plant and Materials: (for the full amount of the works including removal of debris, professional fee etc)	
	(b)	for loss or damage to Equipment: (for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.	
	(c)	for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract for an amount representing the value of the properties that are exposed to the action of the contractor in the execution of the works. It will extend to the property of the Procuring Entity as well).	
	(d)	for personal injury or death:	
		(i) of the Contractor's employees:[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].	
		(ii) of other people: [This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].	

GCC Clause Reference	Special Conditions		
	(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.		
	The Contractor shall choose to take the insurance covers indicated above as separate covers or a combination of the Contractor's All Risks coupled with the Employer's liability and First Loss Burglary, after approval of the Employer. All insurance covers shall be of nil or the minimum possible deductibles at sole expense of the contractor.		
Site Date GCC 14.1	The site Data shall be:		
Possession of the Site GCC 20.1	The Site Possession Date shall be: after signing of the contractual agreement.		
Procedure for Disputes GCC 24	No Adjudicator shall be appointed under the contract and arbitration shall not apply. 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 shall be referred to court by either party.		
Program GCC 25.1	The Contractor shall submit for approval a Program for the Works within days from the date of the Letter of Acceptance or issue of Purchase Order Agreement.		
GCC 25.3	Program updates [insert shall or shall not] be required		
Defects Liability Period GCC 33.1	The Defects Liability Period is: [insert number] days. [The Defects Liability Period is usually limited to 12 months, but could be less in very simple cases]		
Payment Certificates GCC 39.7	[Public Entity shall choose either: "A single statement of the estimated value of the work executed shall be submitted on completion of the Works. The Project Manager shall check the statement and certify the amount to be paid to the Contractor". Or: "Payment shall be made as per progress of works with/without * payment for materials on site". *delete as appropriate]		
Payments GCC 40	The amount certified by the Project Manager shall be paid in full within 30 days of receipt by the Employer of an invoice, supported by:		

GCC Clause Reference	Special Conditions	
	(a) the payment certificate; and	
	(b) a certificate of Completion of the Works.	
Adverse weather Conditions GCC 41.1 (l)	[Public Entity to define adverse weather conditions]	
Price Adjustment GCC 44.	The Contract is not subject to price adjustment.	
Retention GCC 45.	(i) no proportion of any payments shall be retained	
Liquidated Damages GCC 46.1	The liquidated damages for the whole of the Works are [insert rate] per day. The maximum amount of liquidated damages for the whole of the Works is [amount based on a maximum number of days]. [Usually liquidated damages are set between 0.05 per cent and 0.10 per cent per day, and the total amount is not to exceed between 5 per cent and 10 per cent of the Contract Price. Alternatively, the daily rate could reflect the actual prejudice that the procuring entity may claim to suffer as direct cost, where applicable or a nominal value taking into consideration the size of the building, nature of construction and the incidence due to non-availability of the building as from the intended completion date. If Sectional Completion and Damages per Section have been agreed, the latter should be specified here.]	
Bonus GCC 47.1	The rate for the Bonus per calendar day is:	
Advance Payment GCC 48.1	(i) No advance payment shall be made.	
Performance Security GCC 49.1	(i) No Performance Security is required	
GCC 56.1	"As built" drawings or operating and maintenance manuals <i>are not</i> required.	
GCC 59.1	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is: [insert percentage]	

SCHEDULE 2

QUOTATION CHECKLIST SCHEDULE

[Public Entity to update this Checklist to ensure that it contains the documents required from Bidders for the specific procurement]

Procurement Reference No.:

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
Mandatory documents		
Reference letter		
certified copy of identity document of company shareholders (certification should not be older than six (6) months		

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.

