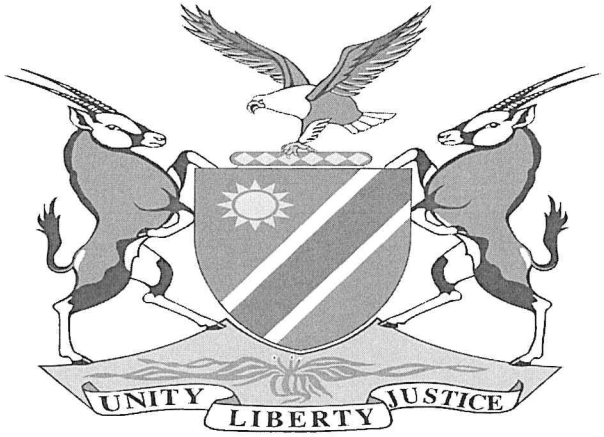

REPUBLIC OF NAMIBIA

Office of the Prime Minister

PRIVATE BAG 13338
Windhoek

Office of the Prime Minister
Love Street, Parliament Garden
Windhoek

Tel: (061) 2879111
Fax (061) 224910

16 April 2025

Procurement Management Unit

Request for Sealed Quotations

(GOODS)

Purchasing of Cartridges for various Offices of the Office of the Prime Minister

Procurement Reference No: G/RFSQ/02-04/2025

NB: Bidders should take note that, documents should be submitted at Office of the Prime Minister, The Ben Gurirab Building 1st Floor, Room 112

REPUBLIC OF NAMIBIA

Office of the Prime Minister

PRIVATE BAG 13338
Windhoek

Office of the Prime Minister
Love Street, Parliament Garden
Windhoek

Tel: (061) 2879111
Fax (061) 224910

Procurement Reference Number: **G/RFSQ/02 – 04/2025**

Dear Sir/Madam

Request of quotation for Purchasing of Cartridges for the Office the Prime Minister

The **Office of the Prime Minister** 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 ***Elizabeth Iipinge or Ester Musirika, at 061-2872392.***

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,

Brian Munguda:
Secretary: Procurement Committee

OFFICE OF THE PRIME MINISTER
2025 -04- 16
PROCUREMENT NO: 2

Date: .....

SECTION I: INSTRUCTIONS TO BIDDERS

1. **Rights of Public Entity**

   The **Office of the Prime Minister** 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

   I 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 Security/Bid Securing Declaration [Public Entity to select as appropriate];***

   (b) the List of Goods and Price Schedule Section III;

   I 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 45 ***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) Complete, Signed and submit a signed Bid-securing Declaration.

   (g) Complete, signed and submit a signed written undertaking in terms of Labour Act, 2007.

   (h) Bidder should be in line with business principle

   NB Please note that a valid certified copy of an original document, as certified by Namibian Police is also acceptable;

5. **Bid Security/Bid Securing Declaration**

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

6. **Delivery**

Delivery shall be **within two weeks** *after* acceptance/issue of Purchase Order. Deviation in delivery period ~~*shall not be accepted*~~***/shall only be considered if such deviation is reasonable.***

6.1. The following tests and inspections will be conducted on the goods at delivery: *[public entity to list detailed test and inspection procedure]*

(a) right quantities
(b) substandard products
(c) deviation in specifications given

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 and contact information at the back of the envelope.

8. **Submission of Quotations**

Quotations should be delivered at OPM, Theo- Ben Gurirab **Building, 1st floor, Room No. 112. Not later than 23 April 2025 at 10H00.** Quotations by post or hand delivered should reach the abovementioned addressed by the same date and time at latest. **Late quotations will be rejected**.

9. **Opening of Quotations**

Quotations will be opened internally by the OPM 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 OPM and available to any bidder on request within three working days of the Opening.

10. **Evaluation of Quotations**

The Office of the Prime Minister 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.

11. **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.

12. Prices and Currency of Payment

Prices shall be fixed in Namibian Dollars.

13. Margin of Preference

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

MARGINS OF PREFERENCES WHEN EVALUATING BIDS FOR EXCLUSIVE PREFERENCES AS PER PARAGRAPH 9 (2) OF CODE OF GOOD PRACTICES ON PREFERENCES.

CATEGORY	MARGIN OF PREFERENCE	DOCUMENTARY EVIDENCE
Manufacturer	**2 %**	-Certificate of registration from a registering authority -Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant
MSME	**1%**	SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
Women owned enterprise	**1%**	- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
Youth owned enterprise	**2%**	-IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate

		- declaration indicating the percentage of Namibian Youth ownership
PDP owned enterprise	**2%**	IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership
Supplier promoting	**1%**	Declaration and proof that the bidder meets the requirements set out in the bidding document.
Service rendered by Namibian citizens	**1%**	declaration that the bidder employs 50% or more Namibian
TOTAL	**10%**	

13.2. Bidders applying for the Margin of Preference shall submit, **upon request**, evidence of:

N/A

14. Award of Contract

The **Bid to be partially awarded** to 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.

15. Performance Security: No performance security is required.

16. 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 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

(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 Price list 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]*	
Procurement Reference Number:	
Subject matter of Procurement:	

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,* 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 Securing Declaration* (BSD) 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	

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

Witten 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: Purchasing of Cartridges:
Procurement Ref No. G/RFSQ/ 02 – 04/2025

DESCRIPTION OF ITEMS/PRODUCTS

NO:	Description	Quantity	Price per Unit	Price all Unit	VAT	Total
1.	CF210A BLACK (131A)	3				
2.	CF211A CYAN (131A)	3				
3.	CF213A MAGENTA (131A)	3				
4.	CF212A YELLOW (131A)	3				
5.	CE410 BLACK (305)	2				
6.	CE411 CYAN (305)	3				
7.	CE412 YELLOW (305)	2				
8.	CE413 MAGENTA (305)	2				
9.	CF350 BLACK (130)	3				
10.	CF351 CYAN (130)	2				
11.	CF352 YELLOW (130)	2				
12.	CF353 MAGENTA (130)	2				
13.	W2220A BLACK (HP222)	6				
14.	W2221A CYAN (HP222)	3				
15.	W2223A MAGENTA (HP222)	3				
16.	W2222 A YELLOW (HP222)	3				
17.	B1285 OLIVETTI YELLOW	7				
18.	B1283 OLIVETTI CYAN	7				
19.	B1284 OLIVETTI MAGENTA	7				
20.	B1282 OLIVETTI BLACK	10				
	TOTAL					
	TOTAL INCL VAT					

NAME	POSITION	SIGNATURE		DATE
NAME OF BIDDER	ADDRESS:			

1. The price shall be treated as firm for the period of the contract and should be in Namibian Dollars.

NB: Please take note:

- ALL CARTRIDGES MUST BE ORIGINAL FOR **HP LASERJET BRAND.**

SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS AS MENTIONED IN SECTION III

[the Public Entity shall use this section to specify its Technical Requirements for the goods items, Inspection and examination, and the scope of Related Services, as applicable.]
10

SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: G/RFSQ/02 -04 /2025

[Bidders should complete columns C and D with the specification of the goods offered. Also state "comply" or "not comply" and give details of any non-compliance/deviation to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.]

Item No	Technical Specification Required	Complied of Specification Offered	Details of Non Complied/ Deviation if (applicable)
A	B	C	D
1.	CF210A BLACK (131A)		
2.	CF211A CYAN (131A)		
3.	CF213A MAGENTA (131A)		

4.	CF212A YELLOW (131A)		
5.	CE410 BLACK (305)		
6.	CE411 CYAN (305)		
7.	CE412 YELLOW (305)		
8.	CE413 MAGENTA (305)		
9.	CF350 BLACK (130)		
10.	CF351 CYAN (130)		
11.	CF352 YELLOW (130)		
12.	CF353 MAGENTA (130)		
13.	W2220A BLACK (HP222)		
14.	W2221A CYAN (HP222)		
15.	W2223A MAGENTA (HP222)		
16.	W2222 A YELLOW (HP222)		
17.	B1285 OLIVETTI YELLOW		
18.	B1283 OLIVETTI CYAN		
19.	B1284 OLIVETTI MAGENTA		
20.	B1282 OLIVETTI BLACK		

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. **G/RFQ-GCC** on the website of the Office of the Prime Minister (**www.opm.com.na**) except where modified by the Special Conditions below.

SECTION VI: 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 except where modified by the Special Conditions below.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: G/RFSQ/02 – 04/2025

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

Subject and GCC clause reference	Special Conditions
Purchaser **GCC 1.1(h)**	The purchaser is: **Office of the Prime Minister**
Site **GCC 1.1(m)**	The Site/final destination for delivery of the Goods is OPM, **1st floor, Room 112 , Love Street**
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: **Elizabeth Iipinge or Ester Musirika ,** Office of the **Prime Minister, Tel: 2872 2392** For the Supplier, the address and contact name shall be:..... _____
Disputes **GCC 10.2**	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows: **If, after 28 days, the parties have failed to resolve their dispute, the supplier or purchaser may give the other party of its intention to commence arbitration.**

Subject and GCC clause reference	Special Conditions
Delivery and Documents **GCC 13.1**	The Goods are to be delivered/Collected **within 7 days from** the date of Purchase Order or Letter of Acceptance. The documents to be furnished by the Supplier are: (a) signed delivery note; (b) invoices
Price Adjustment **GCC 15.1**	The price charge for the Goods supplied and the related Services performed **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 (30) days** after submission of an invoice and its certification by the Purchaser.
Terms of Payment **GCC 16.4 (a)**	The price **shall not be adjustable** to the fluctuation in the rate of exchange.
Payment Period **GCC 16.5**	The method and conditions of payments to be made to the Supplier under this Contract shall be as follows: **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 shall be payable immediately after due for payment and shall be the legal rate.**
Performance Security **GCC 18.1**	(i) No performance security is required*or
Discharge of Performance Security **GCC 18.4**	No performance security is required.
Packing **GCC 23.2**	The packing, marking and documentation within and outside the packages shall be: **The packing should be done accordingly.**

Subject and GCC clause reference	Special Conditions
Insurance **GCC 24.1**	The insurance coverage shall be as specified in the incoterms
Transportation **GCC 25**	The Goods shall be delivered as specified in the incoterms.
Inspection and Test **GCC 26.1**	The inspection and tests shall be: **inspection will be done at the delivery time, to check the functionality, substandard products and right quantities/worn and damaged items.**
Location of Inspection and Tests **GCC 26.2**	The inspections and tests shall be conducted at: **the supplier's premises or at the Office of the Prime Minister.**
Liquidated Damages **GCC 27.1**	Liquidated damages for the whole contract are *1% per* day. The maximum amount of liquidated damages for the whole contract is **5%** of the final contract price.
Warranty **GCC 28.3**	The period of validity of the warranty shall be: ***as per the manufactured warranty(s)*** For the purpose of the Warranty, the place(s) of the final destination(s) shall be: ***Windhoek, Namibia*** For item 1, the minimum period of warranty/shelf life shall be ____ For item 2, the minimum period of warranty/shelf life shall be ____ For item 3, the minimum period of warranty/shelf life shall be ____
Repair and Replacement **GCC 28.5**	The period for repair or replacement shall be: **not applicable, if any.**

SCHEDULE 2

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT

COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT		
	N$	N$
Raw Materials, Accessories & Components		

• Imported (CIF)	.....	
• Local (VAT & Excise Duty Fee)	.....	.....
Labour Cost		
• Direct Labour	.....	.
• Clerical Wages	.....	.
• Salaries to Management	.....	.....
Utilities		
• Electricity	.....	
• Water	.....	
• Telephone	.....	.....
Depreciation	.....	
Interest on Loans	.....	
Rent	.....	.....
Other (please specify)		
•	.....	
•	.....	
•	.....	.....
TOTAL COST		

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

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

SCHEDULE 3

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.: G/RFSQ/02 – 04/2025

Description	Attached	Not Attached
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Signed a Bid Securing Declaration and written undertaking in terms of Labour Act, 2007.		
Evidences for conformity of Goods		
Valid Mandatory documents, Inland Revenue, Social security, Affirmative Action, Company Registration		

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.*