REPUBLIC OF NAMIBIA

MINISTRY OF INFORMATION AND COMMUNICATION TECHNOLOGY

Tel: (+264 61) 283 9111
Fax: (+26461) 221672
Ref:

Private Bag 13344
Windhoek
Namibia

PROCUREMENT MANAGEMENT UNIT

Request for Quotations
For Works

Request for Dis-assembling, Marking, Wrapping & Re-Assembling of Filing Bays.

Procurement Reference No: W/RFQ/29–02/2024

Name of the Bidder:	
Email Address:	
Contact Number:	
Total Bid Amount(N$):	

Ministry of Information and Communication Technology
Trust Centre Building Erf 8005, Independence Avenue 2nd floor
061 – 283 2408/2370

REPUBLIC OF NAMIBIA
Ministry of Information & Communication Technology
Procurement
2024 -04- 30
PRIVATE BAG 13344
WINDHOEK

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PROCUREMENT MANAGEMENT UNIT

Letter of Invitation

To: All Bidders

30 April 2024

Procurement Reference No: W/RFQ/29-02/2024

Request for Quotation to Dis-assembling, Marking, Wrapping & Re-Assembling of Filing Bays.

Dear Sir/Madam

The Ministry of Information and Communication Technology requests you to submit your best quote for the item described in detail hereunder.

Any resulting contract shall be subjected to the terms and conditions referred to in the document.
For enquiries, please do not hesitate to contact the following people

1. Administrative enquiries: Email: PMU@mict.gov.na.

Please, prepare and submit your quotation **(by 10h00 Thursday, 22 May 2024),** as per the instructions given, or inform the undersigned in writing if you will not be submitting your quotation.

Yours faithfully,

30/04/2024

MR. FILLEMON JOHANNES
PROCUREMENT MANAGEMENT UNIT

REPUBLIC OF NAMIBIA
Ministry of Information & Communication Technology
Procurement
2024 -04- 30
PRIVATE BAG 13344
WINDHOEK

SECTION I: INSTRUCTIONS TO BIDDERS

1. Rights of Public Entity

The MICT reserves the right:

(a) to accept or reject any quotation; or

(b) to cancel the quotation process and reject all quotations at any time prior to the 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 List of Goods and Priced Activity Schedule in Section IV;

(c) The Specifications and Performance Standards Compliance Sheet in Section V; and;

(d) Any other attachment as deemed appropriate.

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

3. Validity of Quotations

The quotation validity period shall be **90 days** from the date of the bid submission deadline.

4. Eligibility Criteria

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

(a) Have a valid certified copy of the company Registration Certificate;

(b) Have an original/certified copy of a valid good Standing Tax Certificate;

(c) Have an original/certified copy of a valid good Standing Social Security Certificate;

(d) Have a valid certified copy of the Affirmative Action Compliance Certificate, proof from the Employment Equity Commissioner that the bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;

(e) Submit duly signed Bid-Securing Declaration;

(f) Submit duly signed Written Undertaking in terms of Section 138 of the Labour Act, 2007 and Section 50(2)(d) of the Public Procurement Act

(g) Attend a site meeting on the 08th May 2024 at 10h00, First City Centre Building & Trust Centre building Erf 8005 Independence Avenue

(h) All pages and attachments should be initialled.

(i) Only bids that fall within 10% below and above the budget estimate (financial certificate) will be considered.

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 the Purchase Order. Deviation in the completion period shall be considered if such deviation is deemed reasonable.

7. Documents to be submitted

Bidders shall submit along with their quotations, the company's profile, experience, and evidence of similar services provided together with the customer's reference details.

8. 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.

9. Submission of Quotations

Quotations should be deposited in the Quotation/Bid Box located at The Ministry of Information and Communication Technology - Trust Building 2nd Floor Erf 8005 Independence Avenue, no later than 10h00am on Wednesday, 08 May 2024.

Quotations by post or hand delivered should arrive by the same date and time at the latest. 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 Ministry immediately after the closing time referred to in instruction 9 above. A record of the Quotation Opening stating the name of the bidders, and the amount quoted, the presence or absence of the Bid Security/Bid Securing Declaration, will be recorded by the Ministry and made available to any bidder on request within three working days of the Opening.

11. Evaluation of Quotations

The Ministry of Information and Communication Technology 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.

NB: Only bidders that quoted in the range of 10% above and 10% below the estimated value of the procurement as validated by the financial certificate are eligible for award.

12. 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.

13. 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.

14. Scope of Services, Specifications and Performance Standards

The Scope of Services and Performance Standards Compliance Sheet detailed in Sections III and V are to be complied with. Bidders may propose alternative for part of the scope substantiating that such alternatives will equally serve the interest of the Public Entity. However, evaluation will be carried out as per the defined scope. Alternatives will only be considered from bidders having submitted the lowest evaluated responsive quotation as per the base requirements.

Bidders have to substantiate in what manner the deviation in set specifications and performance standards, if any, are not material deviation.

15. Margin of Preference

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

Category	Margin of preference
Manufacturer (not applicable)	2%
MSME	1%
Women owned enterprise	1%
Youth owned enterprise	2%
PDP owned enterprise	2%
Supplier promoting Environmental protection	1%
Service rendered by Namibian citizens	1%
TOTAL	10%

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

Documentary evidence
-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
SME registration certificate -Declaration indicating the percentage of Namibian MSME ownership
- IDs of all shareholders -Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian female ownership
- IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - declaration indicating the percentage of Namibian youth ownership
-IDs of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificates - declaration indicating the percentage of Namibian PDPs ownership
-declaration and proof that the bidder meets the requirements set out in the bidding document
declaration that the bidder employs 50% or more Namibian citizens

16. Award of Contract

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

14. Notification of Award and Debriefing

The Public Entity shall, after award 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 award 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 this RFQ prevail over any attachments. **If your quotation is not authorised, it may be rejected**.]

Quotation Addressed to :	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to provide the services detailed in the Scope of Service, 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 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 is **90** 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 quotation validity.

The services will commence 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./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: _____

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, 2007 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.*

APPLICATION FOR PREFERENCE FORM IN TERMS OF PUBLIC PROCUREMENT CODE OF GOOD PRACTICE ON PREFERENCE, 31 JANUARY 2023

DATE:.....

PROCUREMENT REF: .....

SUBJECT:.....
.....

TO: MINISTRY OF INFORMATION AND COMMUNICATION TECHNOLOGY

I/We owner of .....***(company name) in terms of the Public Procurement Act no.15 of 2015,Code of Good Practice on preference hereby wishes to apply for exclusive preference in the following categories;***

Please ticket on the appropriate column:

Tick	Category	Margin of preference	Documentary evidence to be attach
	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 Environmental protection	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 citizens
	TOTAL	10%	

NB: Failure to attach the Documents Evidence and declaration will result in the application deemed invalid and will not be consider.

The maximum cumulative allowable margin of preference applicable to exclusive preferences for price evaluation purposes is 10%.

DECLARATION FORM

I/We owner of ..... (Company name) hereby declare:
(Choose only were its applicable)

- *.....% of my company shares are owned by* **Previously Disadvantage Person (PDP).**

- *.....% of my company shares are owned by youth. (age 15-30)*
- *.....% of my company shares are owned by women.*
- ***Employees ..... % Namibian citizen.***

  (Company must employee 50% more Namibian citizen)

Therefore, I would like to apply for exclusive preference in terms of the Public Procurement Act no.15 of 2015, Code of Good practice on preference, 2023.

Signed .....
[Insert signature of person whose name and capacity are shown]

Capacity of:
.....
[Indicate legal capacity of person (s) signing]

Name: .....

Date .....
Company stamp

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: _____

SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS:

Dis-assembling, Marking, Wrapping & Re-Assembling of Filing Bays.

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price (N$)	Total Price (N$)
A*	B*	C*	D*	E	F
1	3 Filing Bays	2	ea		
2	6 Filing Bays	3	ea		
3	8 Filing Bays	1	ea		
4	9 Filing Bays	1	ea		
			Subtotal		
	Enter 0% VAT rate if VAT exempt.		**VAT @ %**		
			Total		

Priced Activity Schedule Authorised By: *[insert company seal]*

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

SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARD COMPLIANCE SHEET

Procurement Reference Number: _____

Bidders should complete columns C and D with the specifications of the services offered. Also, state "comply" or "not comply" and give details of any non-compliance/deviation from 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.	2 x 3 Filing Bays		
2.	3 x 6 Filing Bays		
3.	1 x 8 Filing Bays		
4.	1 x 9 Filing Bays		

* 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: 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 *(insert website address)* except where modified by the Special Conditions below

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: _____

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)**	Ministry of Information and Communication Technology
Project Manager **GCC 1.1(y)**	The Project Manager is: Mr. Ziegie Willemse
Site **GCC 1.1(aa)**	The Site is located at **Trust Centre Building Erf 8005 Independence Avenue**
Start Date **GCC 1.1(dd)**	The Start Date shall be from the date of the Letter of Acceptance or issue of Purchase Order Agreement.
The Works **GCC 1.1(hh)**	**Request for Dis-assembling, Marking, Wrapping & Re-Assembling of Filing Bays.**
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 **GCC 3.1**	The language of the contract is English The law that applies to the Contract is the law of Namibia.
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.
Notices **GCC 6**	Any notice shall be sent to the following addresses: For the Employer, the address shall be as given on the page 2 of this Bidding Document and the contact name shall be

GCC Clause Reference	Special Conditions
	MR. FILLEMON JOHANNES **HEAD OF PROCUREMENT MANAGEMENT UNIT** For the Contractor, the address shall be as given on the first page of the Purchase Order/Letter of Acceptance and the contact name shall be _____
Insurance **GCC 13.1**	Except for the cover mentioned in (d)(i) hereunder, the other insurance covers shall be in the joint names of the Contractor and the Employer and the minimum 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]. (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 Date shall be: **08 May 2024 at 10h00**
Procedure for Disputes	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the

GCC Clause Reference	Special Conditions
GCC 24	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.
Defects Liability Period **GCC 33.1**	The Defects Liability Period is: [365] days.
Payment Certificates **GCC 39.7**	"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".
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: (a) the payment certificate; and (b) A certificate of Completion of the Works.
Price Adjustment **GCC 44.**	The Contract is not subject to price adjustment.
Retention **GCC 45.**	(i) no proportion of any payments shall be retained* or
Bonus **GCC 47.1**	The rate for the Bonus per calendar day is: Not Applicable
Advance Payment **GCC 48.1**	(i) No advance payment shall be made
Performance Security **GCC 49.1**	(i) No Performance Security is required

SCHEDULE 3

QUOTATION CHECKLIST SCHEDULE

PROCUREMENT REFERENCE NO.: **W/RFQ/29 –02/2024**

SUBJECT: REQUEST TO DIS-ASSEMBLING, MARKING, WRAPPING & RE-ASSEMBLING OF FILING BAYS.

Description	Attached	Not Attached
Bid Letter		
Price Activity Schedule		
Specification and Compliance Sheet		
Bid- Securing Declaration		
Written undertaking in terms of section 138 of the Labour Act, 2007		
Have a valid certified copy of the company Registration Certificate		
Have an original/certified copy of a valid good Standing Tax Certificate		
Have an original/certified copy of a valid good Standing Social Security Certificate		
Have a valid certified copy of the Affirmative Action Compliance Certificate, proof from the Employment Equity Commissioner that the bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998		
Attend a site meeting on the 08 May 2024 at 10h00, First City Centre Building 3rd, 4th and 5th floor & Trust Centre Building Erf 8005 Independence Avenue		

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.