



REPUBLIC OF NAMIBIA

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MINISTRY OF JUSTICE

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# **Request for Sealed Quotations Non-Consultancy Services**

**DESIGN, LAYOUT, EDITING AND PRINTING OF DRAFTING  
MANUAL**

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**Procurement Reference No: NCS/RFQ/16-58/2024**

*Ministry of Justice, Private Bag 13302, Windhoek, Phone: 0811601663 or 061-2805271/5340*

*E-mail: [info.procurement@moj.gov.na](mailto:info.procurement@moj.gov.na)*

*Due Date: 20 August 2024*



REPUBLIC OF NAMIBIA

## MINISTRY OF JUSTICE

Tel: (061) 2805271/5340  
E-mail: Paul.Daniels@moj.gov.na  
Enquiries: Mr. P. Daniels

Private Bag 13302  
WINDHOEK  
NAMIBIA

### Letter of Invitation

To: All Bidders  
NCS/RFQ/16-58/2024

06 August 2024

Dear Sir/Madam,

### REQUEST FOR QUOTATION FOR DESIGN, LAYOUT, EDITING AND PRINTING OF DRAFTING MANUAL

The **Ministry of Justice** hereby invites you to submit your quotation for the listed hereunder. Your offer should be indicated on this form with any annexure which you may wish to enclose, and should be addressed to **Procurement Management Unit, Ministry of Justice, Justitia Building, 3<sup>rd</sup> floor room 320** in a sealed envelope marked **Quotation Reference No: NCS/RFQ/16-58/2024**. Your quotation should reach the Ministry of Justice on or before **20 August 2024 by 11:00**.

Bidders are urged to initial each page and ensure that all space provided in this document are completed. Furthermore, bidders must indicate no quote for services that they cannot render. Failure to adhere to instructions, your bid may be disqualified.

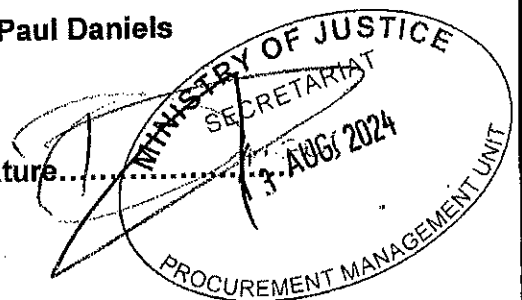
Queries, if any, should be addressed to **Mr Paul Daniels at 0811601663 or 061 2805271/5340**.

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

Full Name of Head of Procurement Management Unit: **Mr. Paul Daniels**

Date: 13 August 2024

Signature.....



# SECTION I: INSTRUCTIONS TO BIDDERS

## 1. Rights of Public Entity

The **Ministry of Justice** reserves the right to:

- (a) Split the contract as per the lowest evaluated cost per item where applicable
- (b) Accept or reject any quotation;
- (c) cancel the quotation process and reject all quotations at any time prior to contract award;
- (d) Reduce or increase the quantity of items where applicable;
- (e) Cancel bid not finalised within the financial year (2024/25) cycle;

## 2. Preparation of Quotations

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

- (a) the Quotation Letter in Section II with its annex for Bid Securing Declaration, where applicable;
- (b) the Priced Activity Schedule in Section IV;
- (c) the Specifications and Performance Standards in Section V; and
- (d) any other attachment as deemed appropriate.

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

## 3. Validity of Quotations

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

The bid validity period shall be 90 days.

## 4. Eligibility Criteria

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

- (a) have a valid certified copy of Company Registration Certificate. **(Should be in core business)**
- (b) have an original or valid certified copy of Good Standing Tax Certificate; **(should be valid upon bid closing date)**
- (c) have an original or valid certified copy of Good Standing Social Security Certificate; **(should be valid upon bid closing date)**
- (d) have a valid certified copy of Affirmative Action Compliance Certificate, a confirmation letter from employment Equity Commission indicating that the employer did submit the report for the period following from the date when the certificate was issued, 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; **(should be valid upon bid closing date)**
- (e) have a certificate indicating SME Status; (Optional); **(should be valid upon bid closing date)**

- (f) have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007;
- (g) Submit signed Bid-securing Declaration;
- (h) complete all spaces provided and initial each page of the bidding document;

4.2 Bid is reserved for bidders in the business of Printing, Editing & Graphic Design.

**NB: Please ensure that the Mandatory documents are valid upon the bid closing date.**

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

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

## **6. Contract Period for Services**

The contract shall be on fixed rate for a period of **30** days.

## **7. Documents to be submitted**

Bidders shall submit their quotations along with company's profile, documentation detailing previous experience, and evidence of similar services provided, including references from customers. (optional)

## **8. Sealing and Marking of Quotations**

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

## **9. Submission of Quotations**

Quotations should be submitted at **Ministry of Justice, Justitia Building, Independence Avenue, Windhoek**, in the bidding box located next to the security room not later than **20 August 2024, 11h00**.

## **10. Opening of Quotations**

Quotations will be opened internally by the Public Entity after the closing time referred to in ITB 9 above. The bid opening report with the quoted amounts would be available to any bidder on request within seven (7) working days after the opening.

## **11. Evaluation of Quotations**

The Public Entity shall have the right to request for clarifications in writing during evaluation. Offers that are substantially responsive shall be compared on the basis of evaluated cost to determine the lowest evaluated quotation.

## **12.Scope of Services and Performance Standards**

The Scope of Services, Specifications and Performance standards detailed in Sections III and V are to be complied with.

## **15.Award of Contract**

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

## **16.Notification of Award and Debriefing**

The Public Entity shall after award must promptly inform all unsuccessful bidders in writing of the name and address of the successful bidder and the contract amount 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:	<b>Ministry of Justice</b>
Procurement Reference Number:	<b>NCS/RFQ/16-58/2024</b>
Subject matter of Procurement:	<b>Design, Layout, Editing and Printing of Drafting Manual</b>

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 Securing Declaration (BSD)** attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead **disqualification on the grounds mentioned in the BDS.**

The validity period of our Quotation is \_\_\_\_\_ days **[insert number of days]** from the date of the bid submission deadline.

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

The services will commence within \_\_\_\_\_ **[to insert number]** days from date of issue of Purchase Order.

The services will be completed within \_\_\_\_\_ **[to insert number]** days from date of issue of Purchase Order.

### 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..... [Day |month| year].

Procurement Ref No.: *NCS/RFQ/16-58/2024*

**To: Ministry of Justice, Justitia Building, Independence Avenue, 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 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*

## SECTION III: SCOPE OF SERVICES

## SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **NCS/RFQ/16-58/2024**

*[Complete the unit and total prices for each item listed below in Namibian dollars. Authorize the prices quoted in the signature block below. The table shown hereunder may be re-designed and customized as per the type of services required].*

Item No	Brief Description of Services	Qty	Unit Price N\$	Total Price N\$
A*	B*	C*	E	F
1.	Hard copy manuals (7 inches (width) x 10 Inches (length)	30		
2.	Braille Copies (A4 size)	50		
3.	A4 size- PDF format electronic Version	1		
	<b>NB: Specifications:</b> <ul style="list-style-type: none"> <li>• Front cover- Full colour</li> <li>• Front and back cover- Full gloss on 300 gsm gloss paper</li> <li>• Inside text must be black throughout &amp; must be on 80 gsm bond white paper</li> <li>• Size of the manual should be 7 inches (width) x 10 inches (length)</li> <li>• Manual should also be in a PDF format conducive for sharing electronically</li> </ul>			
			<b>Sub Total</b>	
			<b>VAT@15%</b>	
			<b>Total</b>	

**NB:**

- Please attach a separate quotation for **Design & Layout** as Annexure "A" and a separate quotation for **Printing** as Annexure "B."
- For the purpose of the **Price Activity Schedule** above, kindly fill in the total bidding price for both Annexure A and Annexure B.

**Priced Activity Schedule Authorised By:**

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



## SECTION V: SPECIFICATIONS AND PERFORMANCE STANDARD 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/16-58/2024**

*[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 to the specification required. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.]*

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/Deviation (if applicable)
A*	B*	C	D
1.	Hard copy manuals (7 inches (width) x 10 Inches (length))		
2.	Braille Copies (A4 size)		
3.	A4 size- PDF format electronic Version		
	<b>NB: Specifications:</b>		
	• Front cover- Full colour		
	• Front and back cover- Full gloss on 300 gsm gloss paper		
	• Inside text must be black throughout & must be on 80 gsm bond white paper		
	• Size of the manual should be 7 inches(width) x 10 inches (length)		
	• Manual should also be in a PDF format conducive for sharing electronically		

\* Columns A and B to be completed by Public Entity.

### Specifications and Performance Standard Compliance Sheet Authorised By:

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

## SECTION VI: CONTRACT AGREEMENT AND GENERAL CONDITIONS OF CONTRACT

Any resulting contract shall be placed by means of Purchase Order/ Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the procurement of services- Reference No: NCS/RFQQ-GCC on the Ministry of Justice website: [www.moj.gov.na](http://www.moj.gov.na) except where modified by the Special Conditions below.

## SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **NCS/RFQ/16-58/2024**

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

Subject and GCC Reference	Special Conditions
<b>Definitions</b> GCC 1.1(a)	Adjudicator is Not Applicable for this contract
<b>Definitions</b> GCC 1.1(l)	The Member is: <b><i>[to be inserted at contract signing]</i></b>
<b>Definitions</b> GCC 1.1(o)	The Service Provider is: <b><i>[to be inserted at contract signing]</i></b>
<b>Notices</b> GCC 1.4	<p>Any notice shall be sent to the following addresses:</p> <p><b><i>Ministry of Justice, Justitia Building Independence Avenue, WINDHOEK</i></b></p> <p><b><i>Mr. Paul Daniels, Head of Procurement Management Unit</i></b></p> <p>For the <b><i>[Service Provider]</i></b>, the address and contact name shall be:</p> <p>_____</p> <p>_____</p> <p>_____</p>

<b>Authorised Representatives</b> <b>GCC 1.6</b>	The Authorised Representatives are: For the Public Entity: <b>Mr Paul Daniels</b> For the Service Provider:    
<b>Effectiveness of Contract</b> <b>GCC 2.1</b>	The date on which this Contract shall come into effect is  <b>On the day the Purchase Order is delivered and received by the Service Provider</b>

<b>Starting Date</b> <b>GCC 2.2.2</b>	The intended starting date for the commencement of Services is:    
<b>Intended Completion Date</b> <b>GCC 2.3</b>	The intended completion date is:    
<b>Prohibition</b> <b>GCC 3.2.3(c)</b>	List of Activities: <b>N/A.</b>
<b>Service Provider's Actions Requiring Public Entity's Prior approval</b> <b>GCC 3.7(c)</b>	The other actions are <b>N/A.</b>
<b>Documents Prepared by Service Provider to be the Property of the Public Entity</b> <b>GCC 3.9</b>	Restrictions on the use of documents prepared by the Service Provider are:  <b>N/A</b>

<b>Payments of Liquidated Damages</b> <b>GCC 3.10.1</b>	Liquidated damages for the whole contract are <b>1% of the final contract price</b> per week. The maximum amount of liquidated damages for the whole contract is <b>5%</b> of the final contract price.  <b>Not applicable</b>
<b>Lack of Performance Penalty</b> <b>GCC 3.10.3</b>	The percentage <b>N/A</b> to be used for the calculation of lack of Performance Penalty(ies) is <b>N/A</b>
<b>Performance Security</b> <b>GCC 3.11</b>	(i) <b>No Performance Security is required</b>

<b>Assistance and Exemptions</b> <b>GCC 5.1</b>	The assistance and exemptions provided to the Service Provider are <i>(where applicable)</i> :  <b>N/A</b>
<b>Contract Price</b> <b>GCC 6.2(a)</b>	The amount in local currency is _____
<b>Terms and Condition of Payment</b> <b>GCC 6.4</b>	Insert the payment terms in line with the GCC:  Once invoice is submitted and certified that the service is rendered to the Office satisfaction.
<b>Interest on Delayed Payments</b> <b>GCC 6.5</b>	Payment shall be made within 30 days of receipt of the invoice and the relevant documents, and within <b>N/A</b> days in the case of the final payment.  The interest rate is <b>interest rate on the market</b> .
<b>Price Adjustment</b> <b>GCC 6.6.1</b>	Price adjustment <b>is not</b> applicable.
<b>Identifying Defects</b> <b>GCC 7.1</b>	The following inspections shall be carried out: <b>N/A</b>  The defect liability period is: <b>N/A</b>
<b>Dispute Settlement</b> <b>GCC 8.2</b>	In cases where no adjudicator has been appointed the disputes shall be subject to the procedures of the laws of Namibia. 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 may be referred to court by either party.

<b>Dispute Settlement</b> <b>GCC 8.2.3</b>	Not Applicable
<b>Dispute Settlement</b> <b>GCC 8.2.4</b>	The arbitration procedures of <i>N/A</i> will be used (applicable to overseas service provider)
<b>Dispute Settlement</b> <b>GCC 8.2.5</b>	Not Applicable

## SCHEDULE 4

### QUOTATION CHECKLIST SCHEDULE

Procurement Reference No.: **NCS/RFQ/16-58/2024**

Description	Yes	No
Quotation Letter attached		
List of Goods and Price Schedule attached		
Specification and Compliance Sheet attached		
Bid Securing Declaration attached		
Certified mandatory documents attached		
Quotation on bidder's letterhead attached		
Document is duly completed and initialled at each page		
The Principle of business: Printing, Editing & Graphic Design		

**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.*



**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.*