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Private Bag 12003 Windhoek Namibia | (Tel) +264 61 702 212 | Web: <http://www.dca.com.na>

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## **Request for Sealed Quotations For Goods**

### **Procurement for the Supply and Delivery of 1000x Verbatim DVD-R**

<b>Bidder Name:</b> _____	<b>Bidder Representative:</b> _____
<b>Tel:</b> _____	<b>Mobile:</b> _____
<b>Email:</b> _____	<b>Fax:</b> _____
<b>Bid Amount:</b> _____	<b>Contract period (days):</b> _____

**Procurement Reference No:** G/RFQ/NCAA-03/2024

**Issuing date: 10 April 2024**

**Closing date: 19 April 2024**

**Time: 11H00**

**Namibia Civil Aviation Authority  
Head Office  
No.4 Rudolph Hertzog street  
Ausspanplatz  
Windhoek Namibia**

**|Email: [PMU@ncaa.na](mailto:PMU@ncaa.na)  
|Website: [www.ncaa.com.na](http://www.ncaa.com.na)  
|Tel: +264 832 352166/7/2201**

## Letter of Invitation

Dear Sirs,

### **G/RFQ/NCAA-03/2024 Procurement for the Supply and Delivery of 1000x Verbatim DVD-R**

The Namibia Civil Aviation Authority (NCAA) 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 Procurement Management Unit Tel +264 83 235 2166, E-mail: [PMU@ncaa.na](mailto:PMU@ncaa.na)

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



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**Mr. MN Shonghela**

Email address: [PMU@ncaa.na](mailto:PMU@ncaa.na)

Tel no: +264 83 235 2122/2166

# **SECTION I: INSTRUCTIONS TO BIDDERS**

## **1. Rights of Public Entity**

The NCAA reserves the right:

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

## **2. Preparation of Quotations**

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

- (a) The quotation Letter in Section II
- (b) the List of Goods and Price Schedule Section III;
- (c) the Specifications and Compliance Sheet in Section V; and
- (d) any other attachment deemed appropriate.

You are advised to carefully read the complete Request for Sealed Quotations document, including the Special Conditions of Contract in Section VII, before preparing your quotation. The standard

forms in this document may be retyped for completion but the Bidder is responsible for their accurate reproduction.

### 3. **Validity of Quotations**

The Quotation validity period shall be **60 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/certified copy valid good Standing Tax Certificate.
- (c) have an original/certified copy 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) Company profile
- h) Bank confirmation letter not older than three months

### 5. **Bid Securing Declaration**

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

### 6. **Delivery**

Delivery shall be within 14 days after acceptance/issue of Purchase Order.

### 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 deposited in the Quotation/Bid Box located at **NCAA Head Office, Rudolph Hertzog Street, Ground floor, reception area** not later than **19 April 2024 at 11h00** Quotations by post or hand delivered should reach **NCAA Head Office, No.12 Rudolph Hertzog Street** 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 instruction 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Security/Bid Securing

Declaration, will be posted on the website of the Public Entity and available to any bidder on request within three working days of the Opening.

#### **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 price or ownership cost, subject to Margin of Preference where applicable, to determine the lowest evaluated quotation.

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#### **11. Technical Compliance**

Bidders shall submit along with their quotation 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 N/A**

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

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

#### **14. Award of Contract**

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

#### **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 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.

## 16. Scope/ specifications and requirements

### 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:	Namibia Civil Aviation Authority
Procurement Reference Number:	G/RFQ/NCAA-03/2024
Subject matter of Procurement:	<b>Procurement for the Supply and Delivery of 1000x Verbatim DVDs</b>

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

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

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

We have read and understood the content of the *Bid 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 *[insert number of days]* from the date of the bid submission deadline.

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

The delivery period offered from the date of issue of Purchaser Order/ Letter of Acceptance is as

shown in the List of Goods items and Price Schedule.

**Quotation Authorised by:**

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

# BID SECURING DECLARATION

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

Date: .....

Procurement Ref No.: .....

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*

[This form is to be deleted if Bid Security is not applicable.]

## Appendix to Quotation Letter

### Bid Security (Bank Guarantee) N/A

.....[Bank's Name and Address of issuing Branch or Office] .....

**Date:** .....

**To:** .....

**BID GUARANTEE No.:** .....

We have been informed that ..... (Hereinafter called "the Bidder") has submitted to you its bid dated .....(hereinafter called "the Bid") for the execution of .....[name of contract] ..... under Invitation for Bids No.....[IFB number] ..... ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a Bid Security.

At the request of the Bidder, we .....[name of Bank ]..... hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of .....[amount in figures].....[.....amount in words.....] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (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 the bidder be the successful bidder; or**
- (d) **Failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

This guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the Performance Security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) thirty days after the expiration of the Bid Validity

Consequently, any demand for payment under this guarantee must be received by us at the office on or before .....[Public Entity to insert date] .....

.....[Bank's seal and authorized signature(s) ].....



**Republic Of Namibia**

**Ministry of Labour, Industrial Relations and Employment Creation**

**Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015**

**1. EMPLOYERS DETAILS**

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

**2. PROCUREMENT DETAILS**

Procurement Reference No.:.....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

Location where work will be done, good/services will be delivered: .....

.....

### **3. UNDERTAKING**

I .....*[insert full name]*, owner/representative

of .....*[insert full name of company]*

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

- 1. A labour inspector may conduct unannounced inspections to assess the level of compliance*
- 2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*



## SECTION IV: SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

### SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

- Procurement Reference Number: **G/RFQ/NCAA-03/2024**

Item No	Technical Specification Required	Compliance of Specification Offered	Details of Non-Compliance/ Deviation (if applicable)
<i>A*</i>	<i>B*</i>	<i>C</i>	<i>D</i>
1.	<b>Procurement for the Supply and Delivery of 1000x Verbatim DVDs</b>		
2.	High quality DVD – 2GB capacity		

*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.]*

**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/NCAA-03/2024** on the website of the Public Entity *www.ncaa.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/RFQ/NCAA-03/2024**

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

Subject and GCC clause reference	Special Conditions
<b>Purchaser</b> GCC 1.1(h)	The purchaser is: Namibia Civil Aviation Authority (NCAA)
<b>Site</b> GCC 1.1(m)	The Site/final destination for delivery of the Goods is NCAA Head Office and Regional Offices
<b>Incoterms Edition</b> GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
<b>Notices</b> GCC 8.1	<p>Any notice shall be sent to the following addresses:</p> <p><b>Namibia Civil Aviation Authority</b>  <b>No.4 Rudolph Hertzorg</b>  <b>Private Bag 12003</b>  <b>Windhoek</b>  <b>Tel: 0835 235 2166</b>  <b>PMU@ncaa.na</b></p> <p>For the Supplier, the address and contact name shall be:</p> <p>-----  _____</p>
<b>Disputes</b> GCC 10.2	The rules of procedures for arbitration proceedings pursuant to GCC 10.2 shall be as follows:  _____
<b>Delivery and Documents</b> GCC 13.1	<p>The Goods are to be delivered within 14 days from the date of Purchase Order or Letter of Acceptance.</p> <p>The documents to be furnished by the Supplier are:</p> <p>(a) signed delivery note;</p>
<b>Price Adjustment</b> GCC 15.1	The price charge for the Goods supplied and the related Services performed shall not be adjustable.
<b>Terms of Payment</b> 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
<b>Terms of Payment</b> GCC 16.3	Payments shall be made not later than thirty days after submission of an invoice and its certification by the Purchaser.

Subject and GCC clause reference	Special Conditions
<b>Terms of Payment</b> GCC 16.4 (a)	The price shall not be adjustable to the fluctuation in the rate of exchange.
<b>Payment Period</b> GCC 16.5	The method and conditions of payments to be made to the Supplier under this Contract shall be as follows:  i) <b>On Acceptance:</b> 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.
<b>Performance Security</b> GCC 18.1	(i) No performance security is required
<b>Discharge of Performance Security</b> GCC 18.4	No performance security is required
<b>Packing</b> GCC 23.2	The packing, marking and documentation within and outside the packages shall be: _____
<b>Insurance</b> GCC 24.1	<i>[where goods are ordered from overseas Suppliers, insert percentage and type of insurance required for transportation] 50 %. Goods must be produced in Namibia</i>
<b>Transportation</b> GCC 25	The Goods shall be delivered:
<b>Inspection and Test</b> GCC 26.1	The inspection and tests shall be done after delivery and faulty items must be returned to the supplier.
<b>Location of Inspection and Tests</b> GCC 26.2	The inspections and tests shall be conducted at: <i>NCAA Head Office and Regional offices</i>
<b>Liquidated Damages</b> GCC 27.1	Liquidated damages for the whole contract are 4% per day. The maximum amount of liquidated damages for the whole contract is 10% of the final contract price.

Subject and GCC clause reference	Special Conditions
<b>Warranty</b> <b>GCC 28.3</b>	<p>The period of validity of the warranty shall be: <i>3 years</i></p> <p>For the purpose of the Warranty, the place(s) of the final destination(s) shall be: .....</p> <p>.....</p> <p>.....</p> <p>For item 1, the minimum period of warranty/shelf life shall be ____</p> <p>For item 2, the minimum period of warranty/shelf life shall be ____</p> <p>For item 3, the minimum period of warranty/shelf life shall be ____</p>
<b>Repair and Replacement</b> <b>GCC 28.5</b>	<p>The period for repair or replacement shall be: <i>three (3) years</i></p>

### Attachment: Price Adjustment Formula

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

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

$$P1 = P0 [a + \frac{bL1}{L0} + \frac{cM1}{M0}] - P0$$

$$L0 \quad M0$$

$$a+b+c = 1$$

in which:

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

M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

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

a = *[insert value of coefficient]*

b= *[insert value of coefficient]*

c= *[insert value of coefficient]*

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

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

Date of adjustment = *2 weeks]* weeks prior to date of shipment (representing the mid-point of the period of manufacture).

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

- (a) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The

Purchaser will, however, be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

- (b) If the currency in which the Contract Price P0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to
- (c) the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.
- (d) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment

## **SCHEDULE 1**

### **PERFORMANCE SECURITY (BANK GUARANTEE) N/A**

*[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

**Date:**

**Procurement Ref No. and title**

**Bank's Branch or Office:**

**To:**

**Performance Guarantee No.:**

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of goods and related services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or

argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,<sup>1</sup> and any demand for payment under it must be received by us at this office on or before that date. *[signatures of authorized representatives of the bank and the Supplier]*

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*Dates established in accordance with Clause 18.4 of the General Conditions of Contract (“GCC”), taking into account any warranty obligations of the Supplier under Clause 28.3 of the GCC intended to be secured by a partial Performance Guarantee. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Purchaser might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”*

## **SCHEDULE 2**

### **COST STRUCTURE FOR VALUE ADDED CALCULATION PER PRODUCT**

<p><b><u>COST STRUCTURE FOR VALUE ADDED CALCULATION</u></b> <b>PER PRODUCT</b></p>
--

	N\$	N\$
<b>Raw Materials, Accessories &amp; Components</b>		
• Imported (CIF)	.....	
• Local (VAT & Excise Duty Fee)	.....	.....
<b>Labour Cost</b>		
• Direct Labour	.....	
• Clerical Wages	.....	
• Salaries to Management	.....	.....
<b>Utilities</b>		
• Electricity	.....	
• Water	.....	
• Telephone	.....	.....
<b>Depreciation</b>	.....	
<b>Interest on Loans</b>	.....	
<b>Rent</b>	.....	.....
<b>Other (please specify)</b>		
• .....	.....	
• .....	.....	
• .....	.....	.....
<b>TOTAL COST</b>		

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

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

### SCHEDULE 3

#### QUOTATION CHECKLIST SCHEDULE

**PROCUREMENT REFERENCE NO.: G/RFQ/NCAA-03/2024**

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Quotation Letter		
List of Goods and Price Schedule		
Specification and Compliance Sheet		
Evidence for conformity of Goods		
Attachments of required documents:		
Company profile		
Bank confirmation letter		

***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.*