

## NATIONAL ASSEMBLY

### PROCUREMENT MANAGEMENT UNIT

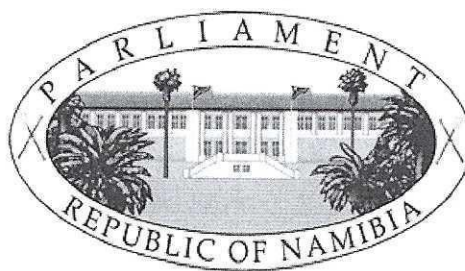
### PROCUREMENT OF THE ADOBE LICENSE

**Procurement Reference No:** *NCS/RFQ-03-01/2022-2023*

*Private Bag 13323 Windhoek Namibia Tel: 061-2882517 Fax 061-226899*

*[e.mofuka@parliament.na](mailto:e.mofuka@parliament.na)*

<b>TOTAL BID PRICE</b>	<b>NS</b> .....
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## Letter of Invitation

*NCS/RFQ-03-01/2022-2023*

*Dear Prospective Bidders*

*17 June 2022*

Dear Sirs,

Request for Quotations for **ADOBE LICENSE** supply

The **NATIONAL ASSEMBLY** invites you to submit your best quote for the services described in detail hereunder.

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

Administrative queries (if any) should be addressed to **Ms Linda Pietersen, Tel 061-2882568/0811452081**, and for technical queries should be address to **Mr Elifas Angula, Tel 061-2882686/0811407757**.

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

EMERITHA MOFUKA

HEAD: PROCUREMENT MANAGEMNT UNIT



## SECTION I: INSTRUCTIONS TO BIDDERS

### 1. Rights of Public Entity

The **National Assembly** reserves the right:

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

### 2. Preparation of Quotations

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

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

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

### 3. Validity of Quotations

The quotation validity period shall be **30 days** from the date of bid submission deadline.

### 4. Eligibility Criteria

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

- (a) Have a valid company Registration Certificate;
- (b) have an original valid good standing Tax Certificate;
- (c) have an original valid good Standing Social Security Certificate;
- (d) have a valid 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)

### 5. Works Completion Period

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

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### 6. Sealing and Marking of Quotations

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

## **7. Submission of Quotations**

Quotations shall be hand delivered to the National Assembly, not later than **23 June 2022-12h00**. Quotations hand delivered should reach the National Assembly by the same date and time latest. Late quotations will be rejected.

**Quotations received by e-mail or via post will not be considered.**

## **8. Opening of Quotations**

Quotations will be opened internally by the **National Assembly** immediately after the closing time referred to in section 8 above. A record of the Quotation Opening stating the name of the bidders, the amount quoted, the presence or absence of a Bid Securing Declaration, will be posted on the website of the **National Assembly** and available to any bidder on request within three working days of the Opening.

## **9. 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.

## **10. 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.

## **11. Prices and Currency of Payment**

Prices 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.

## **12. Margin of Preference**

12.1 No margins of preference will be applied.

## **13. 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/Letter of Acceptance in accordance with terms and conditions contained in Section VI: Contract Agreement and General Conditions of Contract.

## **14. Performance Security**

*Not applicable for this procurement.*

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

*Not applicable to this procurement.*



## SECTION II: QUOTATION LETTER

(to be completed by Bidders)

*[Complete this form with all the requested details and submit it as the first page of your quotation with the Priced Activity Schedule and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. If your quotation is not authorised, it will be rejected]*

Quotation addressed to: [ name of Public Entity]	NATIONAL ASSEMBLY
Procurement Reference Number:	NCS/RFQ/03-01/2022-2023
Subject matter of Procurement:	ADOBE CREATIVE CLOUD ALL APPS LICENSES

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

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

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

We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription shall be construed as a Bid Securing Declaration which could lead to disqualification on the grounds mentioned in the BSD. *[Public Entity shall delete this paragraph in case no security is required or re-write the paragraph accordingly in case a Bid Security is requested].*

The validity period of the Quotation is \_\_\_\_\_ days **[insert numbers 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.

Services will commence within \_\_\_\_\_ days from date of issue of Purchase Order/ Letter of Acceptance.

Services will be completed within \_\_\_\_\_ days from date of issue of Purchase Order/ Letter of acceptance.

We declare that we “qualify/do not qualify” for Margin of Preference applicable to Small and Medium enterprises and shall upon request submit documentary evidence in this respect. *[Bidder to strike out as appropriate]*

### Quotation Authorised by:

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

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

Appendix to Quotation Letter

### SECTION III: STATEMENT OF REQUIREMENTS

To provide Adobe Creative Cloud All Apps Licenses only

#### A. SCOPE OF WORKS, SPECIFICATIONS AND PERFORMANCE REQUIREMENTS

Product: Adobe creative cloud all apps licenses for the National Assembly. Duration: 12 months

#### B. DRAWINGS

Not applicable for this bid

### SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: NCS/RFQ-03-01/2022

Item No	Brief Description of Service	Quantity	Unit of Measure	Unit Price (NS)	Total Price (NS)
1	Product: Adobe creative cloud all apps licenses for National Assembly	5			
Subtotal					
VAT @      %					
Total					

Priced Activity Schedule Authorised By:

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

## SECTION V: SPECIFICATIONS AND COMPLIANCE SHEET

Procurement Reference Number: NCS/RFQ-03-01/2022

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

Item No	Specifications and Performance Required	Compliance of Specifications and Performance Offered	Details of Non-Compliance/ Deviation (if applicable)
A*	B*	C	D
	<b>PRODUCT: ADOBE CREATIVE CLOUD ALL APPS LICENSES</b>		

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

### Specifications and Compliance Sheet Authorised By:

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



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

Any resulting contract shall be placed by means of a Purchase Order/Letter of Acceptance and shall be subject to the General Conditions of Contract (GCC) for the Procurement of Goods (Ref. G/RFQ-WCC) on the website of the **National Assembly** <https://www.parliament.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 Works except where modified by the Special Conditions below.

## SECTION VIII SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: NCS/RFQ/03-01/2022

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
<b>Project Manager</b> GCC 1.1(y)	The Project Manager is: <b>The National Assembly</b>
<b>Site</b> GCC 1.1(aa)	The Site for the delivering is at the <b>National Assembly 14C love Street.</b>
<b>Start Date</b> GCC 1.1(dd)	The Start Date shall be: On receipt of purchase order.
<b>The Works</b> GCC 1.1(h)	The Works consist of: Setup of the Adobe creative cloud all apps licenses
<b>Language and Law</b> GCC 3.1	The language of the contract is English The law that applies to the Contract is the law of Namibia.
<b>Project Manager's Decisions 4.1</b>	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.



GCC Clause Reference	Special Conditions
<b>Notices</b> <b>GCC 6</b>	Any notice shall be sent to the following addresses: For the <b>NATIONAL ASSEMBLY</b> , the address and contact name shall be <b>Ms. Linda Pietersen, Tel 061-2882568 or 0811452081.</b>
<b>Insurance</b> <b>GCC 13.1</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(a) for the Works, Plant and Materials: <i>(for the full amount of the works including removal of debris, professional fee etc...)</i></li> <li>(b) for loss or damage to Equipment: <i>(for the replacement value of the equipment that the contractor intends to use on site until the taking over by the Employer.</i></li> <li>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract <i>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).</i></li> <li>(d) for personal injury or death: <ul style="list-style-type: none"> <li>(i) of the Contractor's employees: <i>[The Contractor shall take an adequate insurance cover for its employees for any claim arising in the execution of the works].</i></li> <li>(ii) of other people: <i>[This cover shall be for an adequate amount for Third Party extended to the Employer and its representatives].</i></li> </ul> </li> <li>(e) for loss or damage to materials on-site and for which payment have been included in the Interim Payment Certificate, where applicable.</li> </ul> <p>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.</p>
<b>Intended Completion Date</b> <b>GCC 16.1</b>	The Intended Completion Date for the whole of the Works shall be: Within (5) days after the receipt of the purchase order
<b>Possession of the</b>	The Site Possession Date shall be:

GCC Clause Reference	Special Conditions
<b>Site</b> <b>GCC 20.1</b>	
<b>Procedure for Disputes</b> <b>GCC 24</b>	No Adjudicator shall be appointed under the contract and arbitration shall not apply. If any dispute arises between the Employer and the Contractor in connection with or arising out of the Contract, the parties shall seek to resolve any such dispute by amicable agreement. If the parties fail to resolve such dispute by amicable agreement, within 14 days after one party has notified the other in writing of the dispute, then the dispute shall be referred to court by either party.
<b>Payment Certificates</b> <b>GCC 39.7</b>	Payment shall be made as per the service delivered by the supplier
<b>Payments</b> <b>GCC 40</b>	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 suppliers invoice.
<b>Adverse weather Conditions</b> <b>GCC 41.1 (l)</b>	<i>Not applicable to this service</i>
<b>Price Adjustment</b> <b>GCC 44.</b>	The Contract is not subject to price adjustment.
<b>Retention</b> <b>GCC 45.</b>	(i) no proportion of any payments shall be retained
<b>Advance Payment</b> <b>GCC 48.1</b>	(i) No advance payment shall be made.
<b>Performance Security</b> <b>GCC 49.1</b>	(i) No Performance Security is required for this bid.
<b>GCC 56.1</b>	"As built" drawings or operating and maintenance manuals are not required for this bid.
<b>GCC 59.1</b>	The percentage to apply to the value of the work not completed, representing the Employer's additional cost for completing the Works, is: <i>not applicable to this service</i>

### 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.: NCS/RFQ-03-01/2022**

Description	Attached	Not Attached
Quotation letter		
Priced Activity Schedules		
Specification and Compliance Sheet		
A signed Bid Securing declaration		
Police certified copy of a valid Good Standing Tax Certificate		
An original /Police certified copy of a valid good standing Social Security Certificate		
A valid Police Certificate copy of Affirmative Action Compliance Certificate.		
Proof of SME Status as issued by the Ministry of trade and Industrial, Small Medium Enterprise Development (if case of an SME) Bidders who are not categorized as a SMES must not leave this blank they must indicate across the row that they are not SMEs		

**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.