



REPUBLIC OF NAMIBIA

MINISTRY OF JUSTICE

Request for Sealed Quotations Non-Consultancy Services

PROCUREMENT OF THE ADOBE CREATIVE CLOUD
SOFTWARE

Procurement Reference No: NCS/RFQ/16-106/2023/24

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

E-mail: info.procurement@moj.gov.na

Due Date: 01 February 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

15 January 2024

NCS/RFQ/16-106/2023/24

Dear Sir/Madam,

PROCUREMENT OF THE ADOBE CREATIVE CLOUD SOFTWARE

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, 3rd floor room 321** in a sealed envelope marked **Quotation Reference No: NCS/RFQ/16-106/2023/24**. Your quotation should reach the Ministry of Justice on or before **01 February 2024 by 09:30**.

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.

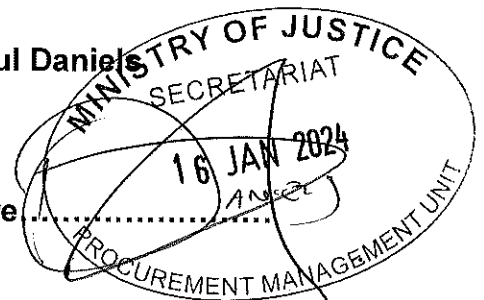
Queries, if any, should be addressed to **Mr Paul Daniels at 0811601663 or 061 2805140/5340**.

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: **15 January 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 (2023/24) 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 annexure 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.

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 (for Bids reserved for SMEs); (Optional); **(should be valid upon bid closing date)**

- (f) have a certificate indicating SME Status (for Bids reserved for SMEs); (Optional). **(should be valid upon closing date of bid)**
- (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 Computer Software.

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 **90** days.

7. Documents to be submitted

Bidders shall submit along with their quotation documents giving company's profile, past experience and evidence of similar services provided with customers' reference details.

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 3rd floor, room 230 at **Ministry of Justice, Justitia Building, Independence Avenue, WINDHOEK**, not later than **01 February 2024, 09h30**.

Opening of Quotations

Quotations will be opened internally by the Public Entity immediately after the closing time referred to in section 9 above. A record of the Quotation Opening stating the name of the Bidders and the amount, the presence or absence of a **Bid-Securing Declaration** will be 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 evaluated cost to determine the lowest evaluated quotation

11. 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.

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12. Price and Currency of Payments

Quotations shall be fixed in Namibian Dollars and all payments will be made in this currency. Quotations shall cover all costs of labour, materials, equipment, overheads, profits and all associated costs for performing the services, and shall include all duties. The whole cost of performing the services shall be included in the items stated, and the cost of any incidental services shall be deemed to be included in the prices quoted.

13. Labour Clause

In order to qualify for award of the Contract, bidders shall subscribe to the undertaking that the salaries and wages to be paid in respect of this bid are compliant with the relevant Laws, Remuneration Order and Award where applicable and that it will abide to the sub-clause 4.6 of the General Conditions of Contract, if it is awarded the contract or part thereof.

14. Margin of Preference

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

Applicable- based on "*code of Good Practice on preferences*"

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

Applicable- based on "*code of Good Practice on preferences*"

16. 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.

17. 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:	Ministry of Justice
Procurement Reference Number:	NCS/RFQ/16-106/2023/24
Subject matter of Procurement:	Procurement of the Adobe creative cloud Software

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/16-106/2023/24*

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

PROCUREMENT OF THE ADOBE CREATIVE CLOUD SOFTWARE

SECTION IV: PRICED ACTIVITY SCHEDULE

Procurement Reference Number: **NCS/RFQ/16-106/2023/24**

[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.	ADOBE CREATIVE CLOUD SOFTWARE FOR TEAM ALL APPS (NEW) USER LEVEL 1 (65297752BC01A12)	1		
			Sub Total	
			VAT@15%	
			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

[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/16-106/2023/24**

[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	ADOBE CREATIVE CLOUD SOFTWARE FOR TEAM ALL APPS (NEW) USER LEVEL 1 (65297752BC01A12)		

* 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 except where modified by the Special Conditions below.

SECTION VII: SPECIAL CONDITIONS OF CONTRACT

Procurement Reference Number: **NCS/RFQ/16-106/2023/24**

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

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

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

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

Assistance and Exemptions GCC 5.1	The assistance and exemptions provided to the Service Provider are <i>(where applicable)</i> : N/A
Contract Price GCC 6.2(a)	The amount in local currency is _____
Terms and Condition of Payment GCC 6.4	Insert the payment terms in line with the GCC: Once invoice is submitted and certified that the service is rendered to the Office satisfaction.
Interest on Delayed Payments GCC 6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents, and within N/A days in the case of the final payment. The interest rate is interest rate on the market .
Price Adjustment GCC 6.6.1	Price adjustment is not applicable.
Identifying Defects GCC 7.1	The following inspections shall be carried out: N/A The defect liability period is: N/A
Dispute Settlement GCC 8.2	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.

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

SCHEDULE 4

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/16-106/2023/24

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: Computer Software		

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.*