



REQUEST FOR PROPOSAL

Issued on: 16 April 2024

PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW OF ORGANIZATIONAL STRUCTURE.

Procurement Reference No: NCS/RFQ/AGRI-02/2024-2025

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Section 1: Letter of Invitation

Procurement Reference No: **NCS/RFQ/AGRI-02/2024-2025**

16 April 2024

[insert: Name and Address of Consultant]

Dear Sir/Madam

1. The Agricultural Bank of Namibia (Agribank) invites proposals to provide the following consulting services: **Provision of Consultancy Services for the Review of Organizational Structure**. More details on the services are provided in the Terms of Reference.
2. This Request for Proposal (RP) has been addressed to selected Consultants:
3. A firm will be selected under Quality and Cost based Selection (QCBS) and procedures described in this RP, in accordance with the policies and procedures for public procurement in the Republic of Namibia.
4. The RP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract
5. Please inform us in writing at the following address tenders@agribank.com.na upon receipt:
 - (a) that you received the Letter of Invitation; and
 - (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Victoria Hauwanga
Head: Procurement Management Unit
Agribank

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Section 2 - Instructions to Consultants

*[This section 'Instructions to Consultants' shall not be modified. Any necessary changes acceptable to the Procurement Policy Unit to address any specific project issues, shall be introduced only through the **Bidding Data Sheet** (e.g., by adding new reference paragraphs)]*

Definitions

- (a) “Client” means the Public Entity with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “**Data Sheet**” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Republic of Namibia.
- (g) “Instructions to Consultants” (Section 2 of the RP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Namibia; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Namibia.
- (j) “Proposal” means the Technical Proposal and the Financial

Proposal.

- (k) “Public Entity” has the same meaning as defined in the definition of Public Entity in the Public Procurement Act, 2015.
- (l) “RP” means the Request For Proposal to be prepared by the Client for the selection of Consultants.
- (m) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client named in the **Bidding Data Sheet** will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Bidding Data Sheet**.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Bidding Data Sheet**, for consulting services required for the assignment named in the **Bidding Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Bidding Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the **Bidding Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Bidding Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- Conflict of Interest**
- 1.6 The Government of the Republic of Namibia requires that Consultants provide professional, objective, and impartial advice and at all times hold the client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- Conflicting activities**
- (i) A firm that has been engaged by the client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- Conflicting assignments**
- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a

Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own Public Entity(s). Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RP all information that would in that respect give such Consultant any competitive advantage over

competing Consultants.

Fraud and Corruption

1.7 It is the policy of the Government of Namibia to require Public Entities, as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.¹ In pursuance of this policy, the Client:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client’s investigation into allegations of a corrupt, fraudulent, coercive, or collusive

¹ In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

² “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes Public Entity staff and employees of other organizations taking or reviewing selection decisions.

³ A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁴ “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

⁵ “Party” refers to a participant in the selection process or contract execution.

practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

- (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 1.7.1 below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.

1.7.2 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Eligibility

- 1.8 (a) A firm or individual that has been sanctioned by the Government of the Republic of Namibia in accordance with the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Review Panel.
- (b) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (c) Proposal from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-

American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the Procurement Policy Unit's website: www.mof.gov.na/procurement-policy-unit

(d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

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| Eligibility of Sub-Consultants | 1.9 | In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client. |
| Origin of Goods and Consulting Services | 1.10 | <p>Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <ul style="list-style-type: none"> (i) as a matter of law or official regulation, the Republic of Namibia prohibits commercial relations with that country; or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Namibia prohibits any imports of goods from that country or any payments to persons or entities in that country. |
| Only one Proposal | 1.11 | Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal. |
| Proposal Validity | 1.12 | The Bidding Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However, should the need arise; the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their |

Proposals.

2. Clarification and Amendment of RP Documents

- 2.1 Consultants may request a clarification of any of the RP documents up to the number of days indicated in the **Bidding Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the **Bidding Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Bidding Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Bidding Data Sheet**, but not both.

However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the **Bidding Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

3. Technical Proposal Format and Content

- (a) 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The **Bidding Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The following mandatory documentary evidence is required to accompany the Technical Proposal;
 - (i) have a valid company Registration Certificate;
 - (ii) have an original valid good Standing Tax Certificate;
 - (iii) have an original valid good Standing Social Security Certificate;
 - (iv) 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;
 - (v) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

The Technical Proposal shall further provide the information indicated in the following paragraphs from (a) to (g) using the

attached Standard Forms (declaSection 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology,

work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

- (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
 - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
 - (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
 - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
 - (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Bidding Data Sheet** specifies training as a specific component of the assignment.
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

- Financial Proposals**
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Bidding Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- Taxes**
- 3.7 The Consultant, other than Namibian nationals, may be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the **Bidding Data Sheet** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants may only express the price of their services in Namibian Dollars only.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals**
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants, **as specified in the Bidding Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Bidding Data Sheet**. All required copies of the Technical Proposal are to be made from the

original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.

- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the **Bidding Data Sheet**) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Procurement reference number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [insert the time and date of the submission deadline indicated in the **Bidding Data Sheet**]”. The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the **Bidding Data Sheet** and received by the Client no later than the time and the date indicated in the **Bidding Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical

- 5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and

- Proposals** point system specified in the **Bidding Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Bidding Data Sheet**.
- Financial Proposals for QBS** 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.
- Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)** 5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.
- 5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the

relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost. Prices shall be evaluated as quoted in Namibian Dollars.

- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Bidding Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

- 6.1 Negotiations will be held on the date and at the address indicated in the **Bidding Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax

authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Republic of Namibia, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RP.

- | | | |
|---|-----|---|
| Availability of Professional staff/experts | 6.4 | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.5 | Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 | The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation. |
| | 7.2 | For contract above the prescribed threshold outlined in Section 55(4) of the Public Procurement Act, 2015, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short-listed consultants of its decision. |

- 7.3 For contracts not exceeding the prescribed threshold outlined in Section 55(4) of the Public Procurement Act, 2015, the client shall issue the Letter of Award.
- 7.4 In the absence of an application for review by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant.
- 7.5 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal www.mof.gov.na/procurement-policy-unit and the Client's website, the results of the RP process identifying the:
- (i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and
 - (ii) an executive summary of the RP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.
- 7.6 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Bidding Data Sheet**.
- 8. Confidentiality**
- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of the award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.
- 9. Debriefing**
- 9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing within 30 days from award, and within 3 days from the date of receipt of request from the unsuccessful consultant.

Name of the assignment is: **Consulting Services for the Review of Organizational Structure**. *Comments in brackets provide guidance for the preparation of the Bidding Data Sheet; they should not appear on the final RP to be delivered to the shortlisted Consultants.*

| Paragraph Reference | |
|----------------------------|---|
| 1.1 | Name of the Client: <u>Agricultural Bank of Namibia (Agribank)</u> Method of selection: <u>Quality and Cost-based Selection</u> |
| 1.2 | Financial Proposal to be submitted together with Technical Proposal: Name of the assignment is: Provision of Consultancy Services for the Review of Organizational Structure . |
| 1.3 | A pre-proposal conference will not be held. |
| 1.4 | The Client will provide the following inputs and facilities (support structure): (i) The current organizational Structure. (ii) The approved strategic plan. (iii) Job Descriptions when required. (iv) Furniture and office space (Boardroom) when required. (v) Support and facilitate the arrangement sessions with stakeholders. (vi) Projector (vii) Internet |
| 1.12 | Proposals must remain valid for 60 days after the submission date. |

| | |
|-----------|--|
| 2.1 | <p>Clarifications may be requested not later than <i>7 days prior to closing date</i>.</p> <p>The address for requesting clarifications is: aashipala@agribank.com.na</p> |
| 3.3 (b) | <p>The estimated number of professional staff-months required for the assignment is: four (4).</p> |
| 3.4 | <p>The format of the Technical Proposal to be submitted is: FTP</p> |
| 3.4 (g) | <p>Training is a specific component of this assignment: Yes _____. No _____.</p> <p><i>[If yes, provide appropriate information]:</i></p> <p style="text-align: center;">N/A</p> |
| 3.7 | <p>Amounts payable by the Client to the Consultant under the contract will be subject to local taxation.</p> <p>If affirmative, the Client will:</p> <p>(a) reimburse the Consultant for any such direct taxes paid by the Consultant on its remunerations.</p> <p>Yes</p> |
| 4.2 | <p><i>(b)This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.</i></p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p> |
| 4.4 | <p>Consultant must submit the original and <u>one (0)</u> copies of the Technical Proposal, and the original of the Financial Proposal.</p> |
| 4.5 & 4.6 | <p>The Proposal should be deposited in the Bid Box located at:</p> <p><i>10 Post Street Mall, Windhoek, Namibia, Ground Floor, not later than 15 May 2024 at 11H00. Proposals by post or hand delivered should reach 10 Post Street Mall, Windhoek, Namibia, Ground Floor, Bid Box by the same date and time at latest. Late proposals will be rejected.</i></p> |

| | |
|----------------|---|
| 5.2 (a) | Criteria, sub-criteria, and percentage (%) system for the evaluation of Full Technical Proposals are: |
| | <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultants relevant to the assignment: [10] Organizational Design and Development, Project Management, Industrial Psychology, Human Resources Development, Business Leadership/MBA.</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p style="padding-left: 20px;">a) Technical approach and methodology [10] b) Work plan [10] c) Organization and staffing [5]</p> <p style="text-align: right;">Total points for criterion (ii): [25]</p> <p>Key professional staff qualifications and competence for the assignment:</p> <p style="padding-left: 20px;">a) Team Leader/ Consultant [15] Qualifications: An Honours degree or Higher in Human Resources Management/ Development / Organizational Development / Industrial Psychology/ Change Management and Leadership. Experience: Five years of experience in conducting similar assignments.</p> <p style="text-align: right;">Total points for criterion (iii): [15]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <p style="padding-left: 20px;">1) Relevant qualifications [5] 2) Adequacy for the assignment [15] 3) Experience in region and language (Experience in the similar assignment) [5]</p> <p style="text-align: right;">Total weight: (25)</p> <p>Suitability of the transfer of knowledge (training) program: <i>[Normally not to exceed 10 points. When transfer of knowledge is a particularly important component of the assignment, more than 10 points may be allocated, the following sub-criteria may be provided</i></p> <p style="padding-left: 20px;">a) Relevance of the assignment [10] b) Approach and methodology [10] c) Qualifications of the experts and experience of the consultancy [3]</p> <p style="text-align: right;">Total points for criterion (iv): [23]</p> <p>(v) Participation by nationals among proposed key staff [2] (not to exceed 10 points) Leading Consultant should be assistant by two local experts and one administrative staff.</p> <p style="text-align: right;">Total points for the five criteria: 100</p> <p>The minimum technical score St required to pass is: <u>85</u> Points [<i>Insert number of points</i>]</p> |
| 5.2 (b) | <p>Criteria, sub-criteria, and point system for the evaluation of Simplified Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Adequacy of the proposed technical approach, methodology</p> |

| | |
|------------|--|
| | <p>and work plan in responding to the Terms of Reference⁶: _____ <input type="checkbox"/></p> <p>(ii) Key professional staff qualifications and competence for the assignment:</p> <p>a) Team Leader _____ <input type="checkbox"/></p> <p style="text-align: right;">Total points for criterion (ii): _____ <input type="checkbox"/></p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications _____ <input type="checkbox"/></p> <p>2) Adequacy for the assignment _____ <input type="checkbox"/></p> <p>3) Experience in region and language _____ <input type="checkbox"/></p> <p style="text-align: right;">Total weight: _____ 100%</p> <p style="text-align: right;">Total points for the two criteria: _____</p> <p>The minimum technical score ST required to pass is: _____ Points [<i>Insert number of points</i>]</p> |
| 5.7 | <p>The formula for determining the financial scores is the following: [<i>Insert either the following formula</i>] Financial Score = [(The Lowest Cost Proposal x 2)/Bid Cost Proposal]</p> <p>Sf = Fm x 2 / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. [<i>or insert another inversely proportional formula acceptable to the Client</i>]</p> <p>The weights given to the Administrative/Legal, Technical and Financial Proposals are: A/L = 0.05 T = 0.75 [<i>Insert weight: normally 0.8</i>], and F = 0.2 [<i>Insert weight: normally 0.2</i>]</p> |
| 6.1 | Expected date and address for contract negotiations: 10 June 2024, 10 Post street Mall, Windhoek, Namibia, Agribank building, 2 nd Floor. |
| 7.5 | Expected date for commencement of consulting services: 17 June 2024. |

⁶ Consideration may also be given to the number of pages submitted as compared to the number recommended under para. 3.4 (c) (ii) of these Instructions.

Section 3. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Refer to Reference Paragraph 3.4 of the Bidding Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RP for Standard Forms required and number of pages recommended.

| | |
|---|----|
| Form TECH-1: Technical Proposal Submission Form..... | 27 |
| Form TECH-2: Consultant’s Organization and Experience | 28 |
| A - Consultant’s Organization | 28 |
| B - Consultant’s Experience | 29 |
| Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Public Entity | 30 |
| A - On the Terms of Reference..... | 30 |
| B - On Counterpart Staff and Facilities | 31 |
| Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment | 32 |
| Form TECH-5: Team Composition and Task Assignments | 33 |
| Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff..... | 34 |
| Form TECH-7: Staffing Schedule | 36 |
| Form TECH-8 Work Schedule | 37 |

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.5 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Bidding Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

Form TECH-2: Consultant’s Organization and Experience

A - Consultant’s Organization

[Provide here a brief (around two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use around 20 pages.]

| | |
|--|---|
| Assignment name: | Approx. value of the contract (in current N\$ equivalent): |
| Country: Location within country: | Duration of assignment (months): |
| Name of Client: | Total N° of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in current N\$ equivalent): |
| Start date (month/year): Completion date (month/year): | N° of professional staff-months provided by associated Consultants: |
| Name of associated Consultants, if any: | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phrasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

Agribank will provide the following inputs and facilities (support structure):

- (i) The current organizational Structure.
- (ii) The approved strategic plan.
- (iii) Job Descriptions when required.
- (iv) Furniture and office space (Boardroom) when required.
- (v) Support and facilitate the arrangement sessions with stakeholders.
- (vi) Projector
- (vii) Internet

1.

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Form TECH-5: Team Composition and Task Assignments

| Professional Staff | | | | |
|---------------------------|------|-------------------|-------------------|---------------|
| Name of Staff | Firm | Area of Expertise | Position Assigned | Task Assigned |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. Proposed Position *[only one candidate shall be nominated for each position]:* _____

2. Name of Firm *[Insert name of firm proposing the staff]:* _____

3. Name of Staff *[Insert full name]:* _____

4. Date of Birth: _____ **Nationality:** _____

5. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

6. Membership of Professional Associations: _____

7. Other Training *[Indicate significant training since degrees under 5 - Education were obtained]:* _____

8. Countries of Work Experience: *[List countries where staff has worked in the last ten years]:* _____

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

| | |
|--|--|
| <p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p> | <p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> |
|--|--|




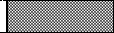














13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.



_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

Form TECH-7: Staffing Schedule¹

| N° | Name of Staff | Staff input (in the form of a bar chart) ² | | | | | | | | | | | | | Total staff-month input | | | |
|----------------|---------------|---|---|---|---|---|---|---|---|---|----|----|-----------------|---|--|---|---|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | N | Home | Field ³ | Total | |
| Foreign | | | | | | | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | | | | | |  | |
| | | [Field] | | | | | | | | | | | | | |  | | |
| 2 | | | | | | | | | | | | | | | |  | | |
| | | | | | | | | | | | | | | |  | | | |
| 3 | | | | | | | | | | | | | | | |  | | |
| | | | | | | | | | | | | | | |  | | | |
| n | | | | | | | | | | | | | | | |  | | |
| | | | | | | | | | | | | | | |  | | | |
| | | | | | | | | | | | | | Subtotal | | | |  | |
| Local | | | | | | | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | | | | |  | | |
| | | [Field] | | | | | | | | | | | | |  | | | |
| 2 | | | | | | | | | | | | | | |  | | | |
| | | | | | | | | | | | | | |  | | | | |
| n | | | | | | | | | | | | | | |  | | | |
| | | | | | | | | | | | | | |  | | | | |
| | | | | | | | | | | | | | Subtotal | | | |  | |
| | | | | | | | | | | | | | Total | | |  |  | |

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

| | |
|---|----|
| Form FIN-1: Financial Proposal Submission Form..... | 39 |
| Form FIN-2: Summary of Costs | 40 |
| Form FIN-3: Breakdown of Costs by Activity | 41 |
| Form FIN-4: Breakdown of Remuneration (Time-Based) | 42 |
| Form FIN-5: Breakdown of Reimbursable Expenses (Time-Based) | 43 |
| Appendix: Financial Negotiations - Breakdown of Remuneration Rates..... | 44 |

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes (*applicable only to consultants other than Namibian nationals*), which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

| Name and Address of Agents | Amount in Namibian Dollars | Purpose of Commission or Gratuity |
|-------------------------------|-------------------------------|--------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.”

Form FIN-2: Summary of Costs

| Item | Costs [In Namibian Dollars] |
|--|------------------------------------|
| Total Costs of Financial Proposal ¹ | |

- 1 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity¹

| | |
|---|---|
| Group of Activities (Phase): ² _____ | Description: ³ _____ |
| | |
| | Costs |
| Cost component | In Namibian Dollars (N\$) ⁴ |
| Remuneration ⁵ | |
| Reimbursable Expenses ⁵ | |
| Subtotals | |

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Use the same columns and currency of Form FIN-2.
- 5 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration¹ (Time-Based)

(This Form FIN-4 shall be used when the Time-Based Form of Contract has been included in the RP)

| Name ² | Position ³ | Staff-month Rate ⁴ | Input ⁵ (Staff-months) | [Namibian Dollars] ⁶ |
|----------------------|-----------------------|-------------------------------|--------------------------------------|---------------------------------|
| Foreign Staff | | | | |
| | | [Home] | | |
| | | [Field] | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Local Staff | | | | |
| | | [Home] | | |
| | | [Field] | | |
| | | | | |
| | | | | |
| Total Costs | | | | |

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Use the same columns and currency of Form FIN-2. For each staff indicate the remuneration in the column of the currency, separately for home and field work.
Remuneration = Staff-month Rate x Input.

Form FIN-5: Breakdown of Reimbursable Expenses¹ (Time-Based)

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RP)

| N° | Description ² | Unit | Unit Cost ³ | Quantity | [Namibian Dollars] ⁴ |
|-------------|--|------|------------------------|----------|---------------------------------|
| | Per diem allowances | Day | | | |
| | International flights ⁵ | Trip | | | |
| | Miscellaneous travel expenses | Trip | | | |
| | Communication costs between [Insert place] and [Insert place] | | | | |
| | Drafting, reproduction of reports | | | | |
| | Equipment, instruments, materials, supplies, etc. | | | | |
| | Shipment of personal effects | Trip | | | |
| | Use of computers, software | | | | |
| | Laboratory tests. | | | | |
| | Subcontracts | | | | |
| | Local transportation costs | | | | |
| | Office rent, clerical assistance | | | | |
| | Training of the Client's personnel ⁶ | | | | |
| Total Costs | | | | | |

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

3 Indicate unit cost and currency.

4 Use the same columns and currency of Form FIN-2. Indicate the cost of each reimbursable item in the column of the currency. Cost = Unit Cost x Quantity.

5 Indicate route of each flight, and if the trip is one- or two-ways.

6 Only if the training is a major component of the assignment, defined as such in the TOR.

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
- (i) **Salary**
This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
 - (ii) **Bonus**
Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
 - (iii) **Social Costs**
Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is

the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Or

$$\text{Leave Cost} = [(salary + bonus + housing subsidy + transport)/260 \times \text{leave credit days}]$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall

¹ Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vii) **Away from Headquarters Allowance or Premium**

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) **Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

Government DSA standard rates may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. Bank Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant’s Representations Regarding Costs and Charges

(Expressed in Namibian Dollars)

| Personnel | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|----------|---|-----------------------------|-----------------------|----------|------------------|----------------------------------|--|---|
| Name | Position | Basic Salary per Working Month/Day/Year | Social Charges ¹ | Overhead ¹ | Subtotal | Fee ² | Away from Headquarters Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour ¹ |
| Home Office | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Field | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

1. Expressed as percentage of 1
2. Expressed as percentage of 4

Section 5. Terms of Reference

Terms of Reference normally contain the following sections: (a) Background, (b) Objectives, (c) Purpose (d) Scope of the Services, (e) Key deliverables, (f) Supervision, Timeframe and Schedule, (g) Competence, skill and experience and the support structure provided by the Client entails the draft PowerPoint presentations with content for 5 specified enterprises; training manual content for specified 5 enterprises; folders with pictures contained in training manual content and PowerPoint presentations for 5 specified enterprises; and contact details of authors of training manual content, mentor pool and the technical team.

A. Background

The organizational structure flows with the company culture and is intended to attract and retain high-performing people through the creation of positions that influence their highest skills and support development and growth.

The aim is to derive a reviewed organizational structure that is aligned with the five-year business plan and business strategy and is cost-effective.

The Bank's current approved structure is due for review to determine and address challenges that require solutions through this process.

The Bank wishes to acquire the services of an independent Organisational Structure Design Specialist to assist with the process of conducting an independent review and design of its organizational structure to align with its business strategy and five-year business plan.

The review process will help the Bank to analyze the business functions, employee structure, and operating processes

B. Objectives,

The service provider will be required to conduct an organizational structure review to design the future organizational structure.

Align the organizational structure with its strategic goals, business plan, and strategy.

Methodology and approach: Develop the methodology for conducting the organizational structure review and design.

The appointed service provider will provide Agribank with specialist services, advice and support to:

- Design Organisational structure elements from the beginning to the end.
- Conduct change management of the reviewed Organisational structure at all levels of the organization.
- Make recommendations to facilitate and support the Organisational design implementation process to ensure a value-add intervention.
- Provide a project plan including milestones and deliverables.

The proposal must include a company profile, primary business activities, experience and references. The proposal must include :-

- A company profile stating its primary business activities,
- Five years of experience in conducting in Organizational Structure review and design. CVs of lead consultant(s) (attach proof),of experience.
- At least 3 written references from organizations to whom the company has provided similar services.
- An Honours Degree or Higher in Human Resources Management/Development , Organizational Development/ Organizational/ Organizational Psychology, Industrial Psychology, Change Management and Business Leadership/MBA for Leading Consultant and experts (Junior consultants).\

C. Purpose,

The purpose of this is to appoint a service provider to render specialist support in the review and design of the organizational structure and implementation thereof.

Align the organizational structures with strategic objectives, business plans, and strategic plan.

Submit recommendations to the Executive: Human Resources that will be presented at different governance structures for consideration and implementation.

D. Scope of the Services

The consultant is expected to design and review the organizational structure that is align to the five-year strategic plan and business plan. Implement change management strategies to ensure smooth transitions, mitigate resistance, and foster employee buy-in.

E. Key deliverables,

- Design the organizational structure aligned to the strategic goals, business plan and strategy.
- Review the existing organizational structure.
- Involve key stakeholders.
- Implement change management strategies.

F. Supervision, Timeframe and Schedule,

The consultant will work under the guidance of Executive: Human Resources. The project is expected to be completed within **60 working days**.

The consultant must provide comprehensive reports in a timely manner pertaining to exercise and time schedule/ project plan. The consultant must use the Gantt Chart or similar tools to provide a program highlighting activities for the entire project.

G. Competence, skills and experience and the support structure provided by the Client.

The bank will provide consulting room, flip chart, internet and furniture.

END