



Request for Proposal for the Provision of

**CONSULTANCY SERVICES FOR THE REVIEW AND
FORMULATION OF NEW STANDARD OPERATING PROCEDURES
FOR THE NATIONAL HOUSING ENTERPRISES**

**Procurement Reference No:
CS/RP/NHE-07/21/22**

Date: 30 June 2022

National Housing Enterprise, 7 Gen. Murtala Muhammed Ave, Eros, Windhoek, NAMIBIA
Tel: 061 2927111, Fax: 061 222 941, procurement@nhe.com.na
www.nhe.com.na



PROCUREMENT MANAGEMENT UNIT

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Request for Proposal

LETTER OF INVITATION

Dear Prospective Consultant

SUBJECT: THE PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND FORMULATION OF NEW STANDARD OPERATING PROCEDURES FOR THE NATIONAL HOUSING ENTERPRISES

1. You are hereby invited to submit technical and financial proposals for the Provision of Consultancy Services for the review and formulation of new standard operating procedures for NHE, which could form the basis for future negotiations and ultimately, a contract between you and the NHE.
2. The purpose of this assignment is to:
 - a) acquire the services of a supplier to provide job analysis, job evaluation and job grading services to National Housing Enterprise over a period of 3 years. The service provider will be required to enter into a service level agreement (SLA).
 - b) The duties will include but are not limited:
 - i. conduct a thorough review and consequent re-engineering and modernization of all business processes and operating procedures at NHE, with the purpose of raising the business efficiency and effectiveness at all levels across the organization.
 - ii. The re-engineered business processes and operating procedures should also be able to assist NHE with automating such processes through the use of an ERP system
 - iii. The consultant is also expected to provide training to NHE staff and management on the revised business processes and operating procedures.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) the Terms of Reference (TOR) [Annexure 1].
 - (b) supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 2]; and
 - (c) Instruction for preparation of bid [Annexure 3]
 - (d) Contract [Annexure 4]

4. Any request for clarification should be forwarded in writing to NHE, email procurement@nhe.com.na. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts. Consultants are advised to consult the website of the Procurement Policy Office: www.mof.gov.na/procurement-policy-unit to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

6. Eligibility

- (a) 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.
- (b) Proposals 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.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

7. Submission of Proposals

The proposals from the consultants shall be submitted in two (2) separate envelopes (**1x Original + 1x Copy**), namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". **The proposals must be submitted to NHE Head Office, 7 General Murtala Mohammed Avenue, Eros in Windhoek**, and must be deposited in the Bid Box at Reception **on or before Friday, 05 August 2022 at 11h00 am**. Proposals should **not** be forwarded by electronic mail.

8. Evaluation of proposals

The evaluation of proposals will be carried out as per the criteria indicated in Annexure 3 of the bidding document.

9. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated based on a maximum of 70 marks for Technical Proposals. Proposals from Consultants should score at least 70 marks for the Technical Proposals to be retained for further consideration.

Only those Consultants scoring a total of 70 marks on the overall assessment shall be considered for the assignment.

Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will move to the next best-ranked Consultant and so on until an agreement is reached.

Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your pricing proposals.

10. Rights a Public Entity

- (a) Please note that the *National Housing Enterprise* is not bound to select any of the consultants' submitting proposals.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

11. Duration of Assignment

The contract shall be for a period of six (6) months from the date of signing the contract.

12. Validity of Proposal

You are requested to hold your proposal valid for sixty (60) days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. NHE will make its best efforts to finalize the agreement within this period

13. Eligibility Criteria

For the proposal to be eligible, the bidder must attach the following mandatory documents:

- a) A certified copy of the Company registration, clearly indicating shareholders and principals contact details (Ministry of Trade) - Attached certified copies of all Namibian shareholders Identification document or passport.
- b) A valid original or certified copy of the company's good standing Tax Certificate (Ministry of Finance Inland Revenue).
- c) A valid original or certified copy of the company's good standing Social Security Certificate (Social Security Commissioner).
- d) A valid certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.
- e) *(In the event that the Affirmative Action Compliance Certificate submitted is over 12 months from the date of issue, bidder must furnish a confirmation letter from the Employment Equity Commission indicating that the bidder did submit the report for the period following from the date when the certificate was issued.)*
- f) A Written Undertaking in compliance with Section 138 (2) of the Labour Act, 2007.
- g) Submit signed Bid Submission Form

14. Commencement date of Assignment

After the conclusion of the contract the services(s) shall commence immediately as agreed with NHE.

15. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia.

- a) payments to the Consultant in connection with carrying out this assignment.

16. Insurance

The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her while performing the services.

17. Confirmation of Invitation to submit proposal

We will appreciate if you would inform us by email at procurement@nhe.com.na

- a) Your acknowledgement of the receipt of this Letter of Invitation within two (2) days and
- b) Further indicate whether you will be submitting the proposal.

18. NHE would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,



Ms. Noreen Siyanga

Secretary: Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Instruction for preparation of bid

Annexure 4: Contract under which service will be performed.

Annexure – 1

TERMS OF REFERENCE FOR

THE PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND FORMULATION OF NEW STANDARD OPERATING PROCEDURES FOR THE NATIONAL HOUSING ENTERPRISES

1. Background

The National Housing Enterprise (NHE) was established by the National Housing Enterprise Act 5 of 1993 as amended. The company is wholly owned by the Government of the Republic of Namibia. NHE has a dual mandate namely, provision of housing needs for the inhabitants and housing financing in Namibia.

NHE has in place documented processes that were last updated 10 years ago. However, over this period of time, the business of NHE has undergone significant changes, including growth in the business (i.e., volume of business and number of branches) and the introduction of new financing models such as Public Private Partnerships (“PPP”) where NHE entered into partnerships with private sector entities. These changes require new accounting treatment such as:

- 1.1 **Turnkey funding solutions** are provided by companies that bring in finances and have technical capacity to construct houses.
- 1.2 **Bridging financiers** are those that provide funding to enable NHE to roll out of projects and immediately recoup their investment at the completion of such projects.
- 1.3 **Third Party End-user financing** is provided by commercial banks that have entered into partnerships with NHE to finance part of the clients which we regard as cash sales in our books, while NHE finances the remainder of the clients.
- 1.4 Moreover, the introduction of the Mass Housing Development Programme, a special project introduced by the government in 2014 (which has a different treatment from the normal NHE projects) also necessitates a new mapping of processes relating to this programme.

2. Location

The services will be required at NHE Head Office, Windhoek, Namibia.

3. Scope of Services

a) Objective of the Services

- The main objective of the consultancy is to conduct a thorough review and consequent re-engineering and modernization of all business processes and operating procedures at NHE, with the purpose of raising the business efficiency and effectiveness at all levels across the organization.
- The re-engineered business processes and operating procedures should also be able to assist NHE with automating such processes through the use of an ERP system.
- The consultant is also expected to provide training to NHE staff and management on the revised business processes and operating procedures.

b) Duration of the Services

The expected duration of the contract is six (6) months.

c) Duties

The duties will include but are not limited:

- i. **Develop/review business processes and standard operating procedure manual.** The Identification, reviewing, mapping, and reengineering of existing process mapping and development of standard operating procedures manual will include the following:
 - **Thorough as-is analysis.** In cooperation with process owners Assist NHE with identifying, reviewing, mapping, and documenting the enterprise existing (as-is) end to end business processes and provide comparative analysis of business processes, Identify shortcomings, constraints to operational efficiency and bottlenecks in each process.
 - **Thorough to-be analysis.** Assist NHE with reengineering “as-is” business processes into “to be” business processes. Based on the review of business processes in different departments and functional areas, design result oriented end-to-end business processes and provide detail recommendations on business practices improvements with focus on improved effectiveness, increased sales, greater efficiency and measurable reduction in operational cost, improving performance through KPI’s; Provide recommendation on adjustments of organizational structures, division of roles and responsibilities and Job descriptions. (Proper segregation of duties).
 - Identify repetitive business processes which can be automated.
 - Review and where necessary redraft standard operating procedure manuals, directives, instructions to guide the NHE management and board; and
 - Develop report templates to be used by the NHE’s management team for periodic reporting to management of NHE.
- ii. **Gap analysis report.** Assess the operation and effectiveness of the current ERP system to support business processes:
 - Document the currently existing business processes in close collaboration with business process owners.
 - Highlight and identify key operational gaps in the functionality as per the current ERP system.
 - Provide a gap analysis report of factual finding outlining the gaps in the ERP system.
 - Conduct staff skills gap assessment.
- iii. **Change Management and Capacity Building support.** Assist NHE staff in the change management process within the organisation. Consultant is expected to design a viable and detailed change management and capacity building strategy and execute the same, with the assistance of NHE personnel, in a manner that facilitates the benefits from the BPR to get embedded in the system.
- iv. **Staff training.** The consultant will train staff in a number of areas including the following:
 - Construction and housing finance governance (Board of Directors, Board of trustees, service providers, etc.).

- Accounting and reporting of construction and home loan financing (training on IFRS and IAS).
- Housing Finance investment and risks associated with the investments.
- Analysis of housing finance financial statements.
- Home loan products development.
- Construction and housing finance best practices and standards; and
- Identify additional key training requirements for the implementation of agreed business processes.

v. Organisation of the assignment

- The consultant will be required to interact with the housing industry and other relevant stakeholders to ensure he/she gets enough information regarding the housing sector. The Consultant will submit reports of activities on monthly basis to the Chief Executive Officer and the Senior Manager Finance, and to the Board of Directors on a quarterly basis.

4. Supplementary Information

a) Proposals

The proposal should include the following information and will be evaluated as per the evaluation criteria set out in the bid document:

i. Technical Proposals

- Curriculum Vitae of proposed expertise in both the design/supervision as well as construction experience
- Proof of valid Membership with Professional bodies governing your profession in Namibia.
- Proof of Professional Indemnity insurances.
- An outline of recent experience on comparable assignments/ projects executed during the last five years.
- Any comments or suggestions on the Consultant on the Terms of Reference (TOR).
- A description of the way the Consultant would plan to execute the work.

ii. Financial Proposals

- A financial proposal that includes a detailed cost breakdown as per key deliverables, including but not limited to estimated total cost and provisions for contingencies.

b) Deliverables

The following deliverables will be applicable:

- The consultant will be required to act diligently and professionally and will ensure that the assigned tasks are delivered on time. The Consultant shall be required within 10 days of the appointment produce a detailed roadmap for achieving the tasks. Subsequently, he/she will also provide formal project progress reports, presentations to concerned stakeholders and other support as requested. The assignment shall be conducted during a period of maximum six months including the time needed for approval of the various reports by the Board of directors.

Annexure - 2**SUPPLEMENTARY INFORMATION FOR CONSULTANTS****Proposals**

Proposals should include the following information:

Technical Proposals

- a. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) - The Consultant must describe how it will deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the key deliverable of NHE.
- b. Key consultants 'qualifications and competence for the service:
 - i. Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.
 - ii. CVs demonstrating qualifications must be submitted (Form NHE F-2); and
 - iii. Written confirmation from each person that they are available for the entire duration of the contract.
- c. Consultant's Track Record - An outline of recent experience on comparable assignments/projects executed during the last five years which proof successful experience in conducting similar exercises (Form NHE F-3) – (attached three (3) contactable references letter).
- d. Expertise of the Consultant – Detailed Company Profile describing the nature of business, field of expertise, licenses, certifications, and accreditations. Attaching all mandatory documents as required under Clause 13.

Financial Proposals

The financial proposals should be given in the form of summary of Contract estimate (Form NHE F- 4) and must include a detailed cost breakdown as per key deliverables, including but not limited to estimated total cost and provisions for contingencies (Form may be amended as appropriate).

Submission of Proposals

- a. The proposals shall be submitted in one (1) original and one (1) copy).
- b. Technical and Financial proposals must be submitted in separate envelopes.

Contract Negotiations

- a. The negotiations aim to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of a consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and reporting schedule.
- b. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

Annexure – 3

INSTRUCTION FOR PREPARATION OF BID

TITLE: THE PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND FORMULATION OF NEW STANDARD OPERATING PROCEDURES FOR THE NATIONAL HOUSING ENTERPRISES

Ref no: CS/RP/NHE-07/21/22

Please use suggested instructions below on how to prepare your bid.

1. Please give your best proposal in response to the RFP.
2. Submit two separate proposals in separate envelopes, one for technical proposal and the other for financial proposal (Each proposal should be submitted in 1 original and 1 copy).
3. Complete your response as follows:
 - (i) Complete the Bid submission **Form NHE.F-1**.
 - (ii) Mandatory Requirements –
The following mandatory documents are required:
 - (have a valid certified copy by the relevant Commissioner of Oath of company registration certificate.
 - a valid original or certified copy by the Commissioner of Oath of good standing tax certificate (only applicable to Namibian companies).
 - a valid original or certified copy by the Commissioner of Oath of Good Standing Social Security Commission certificate or equivalent in your country (only applicable to Namibian companies).
 - a valid certified copy by the Commissioner of Oath of company registration certificate of Affirmative Action Compliance Certificate or in absence, proof from the Employment Equity Commissioner that the bidder is not a relevant employer, or exemption issued in terms of section 42 of the Affirmative Action Act, 1998 or a certificate equivalent to the Affirmative Action as applicable in your country (only applicable to Namibian companies).
 - *(in the event that the Affirmative Action Compliance Certificate submitted is over 12 months from the date of issue, bidder must furnish a confirmation letter from the Employment Equity Commission indicating that the bidder did submit the report for the period following from the date when the certificate was issued.*
 - (iii) Complete and sign the Bid Securing Declaration **Form NHE.F-2** and include the form in the Technical Proposal envelope.
 - (iv) Formulate your Technical Proposal in response to the TOR in Annexure – 1 and use **Form NHE.F-3** as guide. **Form NHE.F-3** shall be included in the Technical Proposal envelope.

- (v) Include the curriculum vitae/ resume for principal facilitators/experts who will engage in this assignment. **Use Form NHE.F-4. NHE. F-4** and include form in the technical envelope.
- (vi) Include the list of completed assignment of similar nature. Use **Form NHE.F-5** and include form in the technical envelope.
- (vii) Formulate your Financial Proposal by completing **Form NHE.F-6**. Please note that currency is Namibia Dollars. **Form NHE.F-6** shall be included in the Financial Proposal envelope.
- (viii) Complete and sign the self-declaration of the conditions of non-eligibility. Use **Form NHE.F-7**.
- (ix) Complete and sign 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, wage determinations, and Award, where applicable and that it will abide to sub-clause 6.2 of the General Conditions of Contract if it is awarded the Contract or part thereof **Form NHE.F-8**.

The Proposals shall be submitted in two separate envelopes, one should be marked "Technical Proposal" and the other marked "Financial Proposal", dully marked as follows:

Bid Reference Number: **CS/RP/NHE-07/21/22**"; and

Titled : **PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND FORMULATION OF NEW STANDARD OPERATING PROCEDURES FOR THE NATIONAL HOUSING ENTERPRISES**

Please make sure that your financial proposal (Form NHE.F-6) is properly sealed.

One (1) original and one (1) copy of each of the proposals to be deposited into the Bid box situated at **NHE Head Office Reception, 7 General Murtala Muhammed Avenue, Eros, Windhoek** on or before **Friday, 05 August 2022 at 11h00 am, Namibian time.**

All envelopes should bear details of the bidding company.

Bidders must note that packaging of technical and financial proposals in one document might result in automatic disqualification.

Only technical proposals will be opened and read out at bid opening session to be held on Friday, 05 August 2022 at 11h15 am, at NHE Head Office Lecture Hall, 7 General Murtala Muhammed Avenue, Eros, Windhoek.

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BID SUBMISSION FORM

From: _____

To: _____

**PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND FORMULATION OF
NEW STANDARD OPERATING PROCEDURES FOR THE NATIONAL HOUSING
ENTERPRISES**

I/We _____herewith enclose Technical and Financial Proposals for selection as
Consultant for the*[name of public entity]*.

I/we undertake that, in competing for (and, if the award is made to me/us, in executing) the
above contract, I/we will observe the highest level of ethical conduct.

Yours faithfully

Signature: _____
Full name: _____
Address: _____

FORM NHE.F-2

BID SECURING DECLARATION

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

Date: _____

Procurement Ref No.: _____

To: _____

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed:

[insert signature of person whose name and capacity are shown]

Capacity of:

[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name: _____

[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____

[insert date of signing]

Corporate Seal (where appropriate)

Form NHE.F-3

TECHNICAL PROPOSAL RESPONSE

Item	Instruction	
Request for proposal response	Attach/Append your response to the scope in the Terms of Reference. Annexure 1. Demonstrate how you will meet the implementation/ requirements in the scope of Terms of Reference	
Outline Plan (if applicable)	Attach/Append the implementation plan/ schedule. Please provide the intent starting and the completion dates of the project.	
Consultant(s) Resume	Attach/Append the resume (CV)for key consultant(s) for the engagement. Please use the suggested format FORM NHE.F-4	
List of previous engagement	List of similar assignment for the last 5 years. Use Form NHE.F-5	
Comments to the TOR	Any comments or suggestions of the Consultant on the Terms of Reference (TOR).	
Comments on services and facilities	The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).	

This offer is valid for _____ days.

Technical proposal authorized by:

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

FORM NHE F-4

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers' references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

Date: *Day/Month/Year*

[Signature of Consultant]

Full name of Consultant: _____

FORM NHE F-5**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 5 YEARS**

1. Outline of recent experience on assignments of similar nature:

Sl.No	Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)

FORM NHE.F-6

FINANCIAL PROPOSAL

[Complete the unit and total prices for each item listed below. The quantities shown below are approximate and not subject to re-measurement for payment purposes.]

Item No	Brief Description of Works	Quantity	Unit of Measure	Unit Price N\$	Total Price N\$
A*	B*	C*	D*	E	F
Subtotal					
VAT @ %					
Total					

FORM NHE.F-7

SELF-DECLARATION

TITLE: THE PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND FORMULATION OF NEW STANDARD OPERATING PROCEDURES FOR THE NATIONAL HOUSING ENTERPRISES

Ref no: CS/RP/NHE-07/21/22

I/We the undersigned declare that:

- 1) I / we are not blacklisted by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission.

- 2) I/ we are not blacklisted by African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group.

- 3) I/ we will submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

- 4) I/ we will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest.

- 5) I/ we will not seek, attempt to obtain or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at _____ this ____ day of _____ 2022

Signature (of duly authorised officer): _____.

Full Name and Designation: _____

AN UNDERTAKING ON THE PART OF THE BIDDER FORM



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Witten undertaking in terms of section 138 of the Labour Act, 2007 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.*

Bid Evaluation Criteria

TITLE: THE PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND FORMULATION OF NEW STANDARD OPERATING PROCEDURES FOR THE NATIONAL HOUSING ENTERPRISES

Ref no: CS/RP/NHE-07/21/22

1) Evaluation Method

The Least Cost and Acceptable Quality Selection Method (as defined in the Public Procurement Act section 27(b) (iv) will be applied for this Request for Proposal.

2) Evaluation Process

The proposal will be evaluated according to the method stated in the Letter of Invitation

2.1 Stage 1: Preliminary Evaluation

The table below will be used for evaluation of the first stage. Consultants shall comply with all the criteria listed in the table below for further evaluation. All certifications are to be done by a **Commissioner of Oath**.

Stage 1: Preliminary Evaluation			
2.1.1 Mandatory Requirements			
Criteria	Yes/Pass	No/Fail	Supporting Document
Company Registration			Certified copy of Founding Statement or Company Registration Certificate
A valid original or certified copy of good standing Tax Certificate			Good Standing Tax Certificate
A valid original or certified copy of good standing Social Security Certificate			Good Standing Social Security Certificate
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. <i>(in the event that the Affirmative Action Compliance Certificate submitted is over 12 months from the date of issue, bidder must furnish a confirmation letter from the Employment Equity Commission indicating that the bidder did submit the report for the period following from the date when the certificate was issued</i>			Affirmative Action Compliance Certificate
Bid Submission Form			Form NHE.F-1
Bid Securing Declaration			Form NHE.F-2

An Undertaking in terms of section 138 of the Labour Act, form			Form NHE.F-8
2.1.2 Eligibility Criteria			
Criteria	Yes/Pass	No/Fail	Supporting Document
Consultant shall not be declared ineligible by the Government of Namibia at deadline of RFP submission.			Form NHE.F-7
Consultants shall not appear on ineligibility list of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group.			Form NHE.F-7
Consultants shall submit statement on past and present declaration of ineligibility if any.			Form NHE.F-7
2.1.3 Qualification Criteria			
Criteria	Yes/Pass	No/Fail	Supporting Document
Consultant/Team Leader shall have at least a master's degree in Finance, an MBA or in a relevant field or an equivalent combination of qualifications and experience that demonstrate a capability in housing finance			Attach Certified copies of Qualification
Consultant/Team Leader shall submit Professional qualifications and experience in either business process reengineering or a related discipline is an added advantage			Attach Certified copies of Accreditation
Have at least 5 years' experience working finance and/or banking			Form NHE.F-5

Consultants who fully comply with Stage 1: Preliminary Evaluation, will be further evaluated technically in Stage 2.

2.2 Stage 2: Technical Evaluation Criteria (70 points)

Bidders are required to obtain a minimum score of 70 points to be considered technically compliant. The technical proposal will be assessed on the following criteria:

Technical Evaluation Criteria (Stage 2)		
No	Item Description	100 Points
1	<p>Consultant Track Record</p> <p>Experience in</p> <ul style="list-style-type: none"> ○ working knowledge of business process revision and development of housing finance, including international best practices ○ demonstrate good understanding of housing construction and finance in developing markets and the legal and regulatory system in which the housing industry is based <p>(Attached list of previous and current relevant clientele – Attach proof of three (3) recent contactable reference (Reference verification will be done) These references letters should include the name of the entity, nature of contract, contact person and office telephone number and email address. (Reference letters must be provided)</p> <p>This information should be presented as follows:</p> <ul style="list-style-type: none"> a. Detailed company profile provides a portfolio describing the nature of business, field of expertise, licenses, certifications, and accreditations. Any relevant and related work and assignments delivered by the Consultant. b. Business addresses (trading, telephones numbers, contact persons and email, as well demographics information such as employees and physical facilities such as offices c. An outline of recent experience on comparable assignments/ projects executed during the last five years 	(30)
2	<p>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</p> <p>A description of the way the Consultant would plan to execute the work.</p> <p>The number of points to be assigned for this criterion shall be determined considering following:</p> <ul style="list-style-type: none"> a. The methodology is clear and complete: all key deliverables, resources mobilised, list of activities, risks and assumptions are included. b. The sequencing and timing of activities must be well defined, indicating that the tenderer has optimized the use of resources and the work plan permits flexibility to accommodate contingencies and risks. c. The proposal is specifically tailored to address all scope of work objectives and requirements; and is sufficiently flexible to accommodate changes that may occur during execution. The work 	(40)

	<p>plan is detailed, realistic and in line with the TORs and proposed methodology</p> <p>d. The proposal details ways to improve the project outcomes and the quality of the outputs. The proposal has included value added services that is relevant to the project.</p>	
	Understanding of the assignment based on the appropriateness of the work plan	
	Work plan includes a list of the proposed personnel and the tasks that would be assigned to each personnel	
4	<p>Key Consultants' qualifications and competence for the Services</p> <p>The number of points to be assigned for this criterion shall be determined considering the following:</p>	(30)
	<p>1. Position: Lead Consultant</p> <p>a. General qualifications in the related field (such Diplomas, Degrees, Postgraduate Qualifications relating to Job evaluation and Grading) Kindly attach proof of certified copies of qualifications</p> <p>b. Relevant experience in finance and/or banking</p> <p>c. Number of years of experience</p>	15
	<p>2. Position: Team Members</p> <p>a. General qualifications in the related field (such Diplomas, Degrees, Postgraduate Qualifications relating Job evaluation and Grading).) Kindly attach proof of certified copies of qualifications</p> <p>b. Relevant experience in finance and/or banking</p> <p>c. Number of years of experience</p>	15
5	Total	(100)

2.3 STAGE 3: Financial Evaluation

Only Bids that have passed with a minimum technical score of **70 points** shall have their prices evaluated. The lowest Price from the technically compliant Bids will be recommended for award.

Annexure 4

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

THE National Housing Enterprise

AND

..... *[CONSULTANT NAME]*

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THIS SERVICE CONTRACT entered into this [date], between the *National Housing Enterprise* [hereinafter called the "Public Entity"] and(hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS the NHE has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

WHEREAS the Consultant represents and affirms that he/she possesses the requisite experience, qualifications, capability and skill to perform the said services;

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as Annex I to the present Contract. The Terms of Reference shall form an integral part of this Contract.

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

2.1 The Consultant shall commence the Services on[date] upon signature of the present Contract and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.

2.2 The Services shall be for[insert no of days/months/years], beginning on the date of commencement of the Services, and ending not later than [insert completion date].

ARTICLE III
DUTIES OF THE CONSULTANT

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;
 - (b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV
PAYMENT FOR THE SERVICES

- 4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

ARTICLE V
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

- 6.1 Except with the prior written consent of the Public Entity, the Consultant shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
 - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII
LIABILITY OF THE CONSULTANT

- 7.1.1 The Consultant shall abide by and take all measures necessary to enable him/her to comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII
FORCE MAJEURE

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX
TERMINATION OF CONTRACT

- 9.1 The Public Entity may, upon giving not less than *[insert no. of days]* days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than *[insert no. of days]* days of such termination.

- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty-five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI
MODIFICATION OR AMENDMENT

- 11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.
- 11.2 Notwithstanding the preceding paragraph, the Public Entity may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII
EFFECTIVE DATE

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

ARTICLE XIII
CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
- 13.2 Any communication, notification, submission, notice, demand, or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR NHE

Postal Address: _____
Physical Address : _____
Facsimile : _____

FOR THE CONSULTANT

Postal Address: _____
Physical Address : _____
Facsimile : _____

ARTICLE XIV
GOVERNING LAW

- 14.1 This Contract shall be governed by, and construed in all respects in accordance with, the Laws of the Republic of Namibia.

IN WITNESS WHEREOF the parties hereto have caused the Contract to be signed in their respective names in two original counterparts in English on the date first above written.

SIGNED IN DUPLICATE AT ON THIS DAY
OF2022 AND IN THE PRESENCE OF THE
UNDERSIGNED WITNESSES

For the National Housing Enterprise
MR. GISBERTUS MUKULU
CHIEF EXECUTIVE OFFICER

NAME AND SIGNATURE OF WITNESSES:

1. _____
Name, Position and signature

2. _____
Name, Position and signature

SIGNED IN DUPLICATE AT ON THIS
DAY OF2022 AND IN THE PRESENCE OF THE
UNDERSIGNED WITNESSES

CONSULTANT REPRESENTATIVE

NAME AND SIGNATURE OF WITNESSES:

1. _____
Name, Position and signature

2. _____
Name, Position and signature