



Request for Proposal

PROVISION OF CONSULTANT SERVICES TO REVIEW AND REVISE THE DRAFT ISBP FOR THE FINANCIAL YEAR 2022/23 TO 2027/28 AND DEVELOPED A FINAL ISBP FOR THE FIVE-YEAR INCLUDING AN IMPLEMENTATION PLAN FOR THE NATIONAL HOUSING ENTERPRISE (NHE)

**Procurement Reference No:
CS/RP/NHE-01/22/22**

30 AUGUST 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

Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam,

SUBJECT: REQUEST FOR CONSULTANT SERVICES TO REVIEW AND REVISE THE DRAFT ISBP FOR THE FINANCIAL YEAR 2022/23 TO 2027/28 AND DEVELOPED A FINAL ISBP FOR THE FIVE-YEAR INCLUDING AN IMPLEMENTATION PLAN FOR THE NATIONAL HOUSING ENTERPRISE (NHE)

1. The purpose of this assignment is to:
 - 1.1 The overall objective of the assignment is to review and revise the draft ISBP for the financial year 2022/23 to 2027/28 and developed a final ISBP for the five-year including an implementation plan.
 - 1.2 As part of this process, the consultant will review the implementation of the NHE Strategic Plan 2017/18 – 2021/22 and facilitate the preparation of an integrated five (5) year strategic plan for 2022/203 – 2027/28
2. 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) a sample format of the Service Contract under which the service will be performed [Annexure 3]
3. Any request for clarification should be forwarded in writing to NHE, email procurement@nhe.com.na
4. 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.

5. 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.

6. Mandatory Requirements

To be eligible to participate in this request for proposal exercise, all Namibian consultants should:

- i. have a valid certified copy of company Registration Certificate or Registration of defensive name if applicable (certified copies).
- ii. have a valid original/certified copy of Good Standing Tax Certificate.
- iii. have an original/certified copy of a 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.
(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.)
- v. have a written undertaking as contemplated in section 138(2) of the Labour Act, 2007.

7. Key competencies and qualifications of the consultant

Minimum Qualifications and skills:

- The Consultant must possess an MBA degree or an equivalent qualification.
- The Consultant should demonstrate good understanding of housing finance and construction in developing markets and the legal and regulatory system in which the housing financing industry is based.
- Have at least 5 years' experience working on similar assignments.

- Consultant to submit justifications showing that similar assignments were previously conducted elsewhere.
- Consultant should have strong analytical and writing skills.
- Clearly demonstrate (provide information) where such services have been provided detailing the scope of works performed, accompanied by proof of reference.
- Provide a clear step-by-step outline of how this task will be executed.

8. Submission of Proposals

The proposals from the consultants shall be submitted in two separate envelopes, 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 PMU on or before Friday, 23 September 2022 at 11h00 am at the National Housing Enterprise, 7 General Murtala Muhammed Avenue Eros, Windhoek.**

No electronic proposals will be accepted. Late submission will be rejected. The bidding document must be initialled and submitted in full because it will form part of the contract, should the bidder be selected for award.

9. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement.

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 price proposals.

10. Rights a Public Entity

- Please note that the *National Housing Enterprise* is not bound to select any of the consultant submitting proposals.
- 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 assignment is expected to be completed on or before 31st October 2022

12. Validity of Proposal

You are requested to hold your proposal valid for ninety (90) 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. Commencement date of Assignment

The assignment will commence after the award has been made and this will be communicated as such.

14. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the National Housing Enterprise shall pay directly or reimburse the taxes, duties, fees, levies, and their impositions in Namibia related to:

- (a) payments to the Consultant in connection with carrying out this assignment.
- (b) equipment, materials, and supplies brought into Namibia for carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants). and
- (c) property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

15. Insurance

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

16. Confirmation of Invitation to submit proposal

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

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

Yours faithfully,



Ms. Noreen Siyanga

Head: Procurement Management Unit



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.*

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed.

Annexure – 1

TERMS OF REFERENCE

PROVISION OF CONSULTANT SERVICES TO REVIEW AND REVISE THE DRAFT ISBP FOR THE FINANCIAL YEAR 2022/23 TO 2027/28 AND DEVELOPED A FINAL ISBP FOR THE FIVE-YEAR INCLUDING AN IMPLEMENTATION PLAN FOR THE NATIONAL HOUSING ENTERPRISE (NHE)

Procurement Reference Number: **CS/RP/NHE-01/22/23**

Procurement Method: **REQUEST FOR PROPOSAL**

Closing date: **FRIDAY, 23 SEPTEMBER 2022 AT 11H00 am**

1. Background

- 1.1. The National Housing Enterprise (“NHE”) is a state-owned enterprise established by the NHE Act of 1993 (Act No. 5 of 1993) and reports to the Ministry of Urban and Rural Development. NHE core business is providing housing to low- and middle-income inhabitants of Namibia and financing of housing for such inhabitants -the main objective of the NHE is to build and finance houses for inhabitants of Namibia.
- 1.2. NHE finds itself in a triage situation whereby turnaround strategies decisions need to make in order to ensure that the Enterprise continue to operate on a self-sustainable basis as a going concern business venture for a foreseeable future.
- 1.3. In order to operationalize its mandate, the NHE must be guided by an Intergraded Strategic Business Plan which is implemented through annual work plans, performance contract and staff performance appraisal system.
- 1.4. The ISBP must aligned to national development priorities, expected outcomes and general results with budgetary allocations.
- 1.5. A draft ISBP for the financial year 2022/23 to 2027/28 has been developed

2. Objectives

- 2.1. The overall objective of the assignment is to review and revised the draft ISBP for the financial year 2022/23 to 2027/28 and developed a final ISBP for the five-year including an implementation plan to ensure NHE fulfils its mandate. The Consultant is expected to facilitate the review of the development and implementation of the NHE Integrated Strategic Business Plan.
- 2.2. As part of this process, the consultant will review the implementation of the NHE Strategic Plan 2017/18 – 2021/22 and facilitate the preparation of an integrated five (5) year strategic plan for 2022/203 – 2027/28.

3. Scope of work

- 3.1. Assess the NHE’s Operating Environment.
 - a) Undertake a situation analysis of NHE
 - b) Examine and contextualize the policy frameworks relevant to the operations of the NHE; and
 - c) Based on the situational analysis, outline the NHE’s current and emerging operational challenges.
- 3.2. The consultant must incorporate the results of the Market Analysis report as a core business input into the strategic review.
- 3.3. Review the current Strategic Plan 2017/18-2021/22 and highlight key achievements and factors contributing to its success and the challenges encountered during implementation.
- 3.4. Review the current resource utilization vis-a-vis the output and recommend more effective mechanisms for utilization of resources to ensure effective enforcement action, as well as identify additional resource mobilization initiatives, to enable the NHE be more financially sustainable.
- 3.5. Review the current technical capacity and give recommendations on how to assign resources optimally especially in the core technical departments that ensures both the needs of the respective departments and those of the entire NHE are met.

- 3.6. Review the current skills set in order to provide a mechanism of skills development and maintain a balance of skills and expertise across the NHE in order to deliver on the mandate.
- 3.7. Review the current organizational structure and facilitates the development of an organisational structure that support the implementation of the ISBP.
- 3.8. Review the institutional capacity, organisational set-up, NHE operations with specific emphasise but not limited to development and management of housing delivery infrastructure projects, business development, financial, business, and administrative system against the NHE mandate, and the identified strategic objectives and key focus areas.
- 3.9. Review existing regulations and determine whether there is need to strengthen the statutory capacity to enhance the quality of enforcement, action, and compliance in view of the emerging issues and challenges.
- 3.10. Develop the NHE's Strategic Model:
 - a) Examine the most important core principles and values for its operations.
 - b) Identify the Strategic Focus Areas, Strategic Objectives and Strategies to enable the NHE achieve its mandate.
 - c) Incorporate strategic map and the Balanced Score Card and Models.
 - d) Review the NHE's organizational structure as a component of the strategic model.
 - e) Develop a series of activities under each of the reviewed strategic focus area
 - f) Formulate turnaround strategies for the NHE which will inform the content of the Integrated Strategic Business Plan (ISBP).
 - g) Develop a robust Business Model for the National Housing Enterprise (NHE).
 - h) The ISBP must include a resource mobilization strategy elaborating funding modalities for the key NHE initiatives as provided by the NHE Act.
- 3.11. Develop the Strategic Implementation and Coordination Framework.
 - a) Develop performance indicators and monitoring, evaluation frameworks to enable effective tracking of strategic plan; and
 - b) Costing the ISBP -Generate an implementation matrix incorporating the requisite budgetary considerations for each responsible unit.
 - c) The ISBP will include a Monitoring and evaluation framework across the different stages during the implementation
- 3.12. The ISBP shall conform to applicable SOE directives and guidelines under PEGA to ensure that the outcomes can be achieved sustainably and effectively contribute to Namibia's developmental goals and aspirations over its implementation time frame.
- 3.13. Hold stakeholder meeting (s) to validate the ISBP
- 3.14. Prepares annual work plans for the 1st financial year to include inter alia objectives, activities resource mobilizations, key results area, key performance indicators and outcomes.

4. Deliverables

- 4.1. The consultant is expected to produce an inception report within a week (five working days) after being issued with the letter of award which is subject to NHE's approval prior to implementation of the engagement.
- 4.2. The inception report shall include amongst others:
 - a) Describe the methodology, workplans and implementation schedule with timelines to formulate the integrated strategic business plan.
 - b) Outline a framework to assess internal and external environment.
 - c) Outline the evaluation process of the Strategic Plan 2017/18 – 2021/22 and
 - d) Outline the formulation process to Draft Strategic Plan 2022/23 – 2026/27
- 4.2.1 An evaluation report of the Strategic Plan 2017/18 – 2021/22
- 4.2.2 A strategic planning workshop agenda and facilitation plan prior to the workshop event and delivery of a detailed workshop report, documenting the workshop findings and analysis with recommendations.
- 4.2.3 Present the draft ISBP and related governance documents to the Board and Executive team to solicit inputs and feedback to improve the deliverables.
- 4.2.4 An integrated five-year strategic plan for NHE covering all items as outlined in the scope of work and any other matters as may be agreed upon by the relevant Minister and the board of NHE from time to time.
 - This includes a design document.
 - A comprehensive and well-articulated Draft ISBP document with all related annexures in 1 hard copy, and a soft copy in PDF and MS Word versions.

5. Organisation of the assignment

- 5.1. The Consultant will submit reports or updates on a two-weekly basis to the project leader and the CEO.

6. Deliverables and reporting by the Consultant

- 6.1. The Consultant will be required to act diligently and professionally and will ensure that the assigned tasks are delivered on time.
- 6.2. The Consultant shall be required within 5 days of the appointment produce a detailed roadmap for achieving the tasks.
- 6.3. Subsequently, he/she will also provide formal project progress reports, presentations to the project leader and the CEO as and when requested.

7. Key competencies and qualifications of the consultant

- The Consultant must possess an MBA degree or an equivalent qualification.
- The Consultant should demonstrate good understanding of housing finance and construction in developing markets and the legal and regulatory system in which the housing financing industry is based.
- Have at least 5 years' experience working on similar assignments.
- Consultant to submit justifications showing that similar assignments were previously conducted elsewhere.
- Consultant should have strong analytical and writing skills.

8. Key Documents

The Consultant will have access to the following key documents:

- 8.1. National Housing Enterprise Act, Act No. 5 of 1993
- 8.2. Performance Management Policy and Procedures
- 8.3. Approved Corporate Scorecard
- 8.4. Strategic Plan (current)
- 8.5. Ministry of Public Enterprises ISBP rules/guidelines
- 8.6. Current NHE Organogram and filled positions

9. Language

All communications and presentations will be conducted in English.

10. Duration of the assignment

The assignment is expected to be completed on or before the 31 October 2022.

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

1. Proposals should include the following information:
 - (a) Technical Proposals
 - (i) Curriculum Vitae of Consultant (Form F-2).
 - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
 - (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
 - (iv) Proof of valid Membership with Professional bodies governing your profession in Namibia.
 - (v) A description of the way the Consultant would plan to execute the work.
 - (v) 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).
 - (b) Financial Proposals
2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and one copy.

Contract Negotiations

1. The aim of the negotiations is 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 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.
2. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

FORM F-1

BID SUBMISSION FORM

From: _____

To:

PROVISION OF CONSULTANT SERVICES TO REVIEW AND REVISE THE DRAFT ISBP FOR THE FINANCIAL YEAR 2022/23 TO 2027/28 AND DEVELOPED A FINAL ISBP FOR THE FIVE-YEAR INCLUDING AN IMPLEMENTATION PLAN FOR THE NATIONAL HOUSING ENTERPRISE (NHE)

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 F-2**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 F-3**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 F-4**Cost Estimate of Services¹****Remuneration:**

Consultant Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
_____	_____	_____	_____
Sub-Total (Remuneration)			_____

Out-of-Pocket Expenses² :

(a) Per Diem³ :	Room charge	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
(b) Air fare:					_____
(c) Lump Sum Miscellaneous Expenses⁴ :					_____
Sub-Total (Out-of-Pocket)					_____
Contingency Charges:					_____
Total Estimate:					_____

¹ Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

² Reimbursable at cost with supporting documents/receipts unless otherwise specified.

³ Per Diem is fixed per calendar day and need not be supported by receipts.

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

Bid Evaluation Criteria

TITLE: PROVISION OF CONSULTANT SERVICES TO REVIEW AND REVISE THE DRAFT ISBP FOR THE FINANCIAL YEAR 2022/23 TO 2027/28 AND DEVELOPED A FINAL ISBP FOR THE FIVE-YEAR INCLUDING AN IMPLEMENTATION PLAN FOR THE NATIONAL HOUSING ENTERPRISE (NHE)

Ref no: CS/RP/NHE-01/22/23

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</i>			Affirmative Action Compliance Certificate

<i>bidder did submit the report for the period following from the date when the certificate was issued</i>			
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 the necessary qualifications in the related fields, with a minimum of 5 years relevant experience			Attach Certified copies of Qualification

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

2.2 Stage 2: Technical Evaluation Criteria (80 points)

Bidders are required to obtain a minimum score of 80 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	Institution Information	(40)
	<p>Bidder must submit a brief description of the organization and outline recent experience on assignment of similar nature.</p> <p>The information should be presented as follows:</p> <p>a. Brief description of the organization</p> <p>Detailed company profile provides a portfolio describing the nature of business, field of expertise.</p> <p>Any relevant and related work and assignments delivered by the Consultant</p>	10
	<p>b. Evidence of having undertaken three (3) similar assignments in the last five years for similar organisations (state owned enterprises in Namibia)</p> <p>Consultant to submit proof/samples of completed and implemented integrated strategic business plans showing similar assignments completed at other state-owned enterprises.</p> <p>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>10 marks for each assignment (completed integrated strategic business plan, justified by a reference letter)</p>	30
2	Methodology and Work Plan in responding to the Terms of Reference (TORs)	(30)
	Description of Technical Approach and Methodology	10
	<p>Description of Work Plan</p> <ul style="list-style-type: none"> Understanding of the assignment based on the appropriateness of the work plan 	10
	<p>Clear Time Schedule in Relation to Expected Time Frame of the Assignment</p> <ul style="list-style-type: none"> Work plan includes a list of the proposed personnel and the tasks that would be assigned to each personnel 	10
3	Human Resource Capacity	(30)
	Qualification and Competence of the Team Leader for the Assignment (provide proof of certified copies of qualifications and detailed CV)	

	<p>a. Demonstrate experience by providing at least three (3) similar assignments undertaken in the last 5 years for state owned enterprises in Namibia.</p> <p>(5 marks for each assignment where a completed strategic plan document is submitted together with a reference letter)</p>	15
	<p>b. At least five (5) years of relevant professional experience</p> <p>(5 marks for experience of 5 years and more. No score for experience of less than 5 years)</p>	5
	<p>c. Holds a master's degree/MBA (NQF 9) in Strategic Management, Business Management, or related fields (attach certified copy of degree)</p>	5
	<p>d. Relevant Professional Certification in Strategic Management, Balance Scorecard, or related certifications</p> <p>Any document issued in a language other than English should be translated by a sworn translator</p>	5

Bidder must at least score 80 points to proceed to the next level of evaluation, bidders who are shortlisted for financial evaluation might be requested to come present their proposals.

2.3 STAGE 3: Financial Evaluation

Only Bids that have passed with a minimum technical score of **80 points** shall have their prices evaluated. The lowest Price from the technically compliant Bids will be recommended for award. Consultant must provide a clear cost breakdown per activities as provided in the Technical Proposal.

Annexure 3

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 *[insert public entity name]* [hereinafter called the "Public Entity"] and *[insert consultants name]* (hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS the Public Entity 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 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 the 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 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 30 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 30 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 THE PUBLIC ENTITY

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

Annex 1 - Terms of Reference
Annex 2 - Supplementary Information for Consultant
Annex 3 - Contract