



**REQUEST FOR PROPOSAL**

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**PROVISION OF FINANCIAL MODEL AUDIT SERVICES FOR THE  
NATIONAL HOUSING ENTERPRISE (NHE)**

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**PROCUREMENT REFERENCE NO:**

**CS/RP/NHE-07/25/26**

**ISSUED ON:**

**12 JUNE 2026**

**CLOSING DATE:**

**26 JUNE 2026 @ 10H00 AM**









**COST: FREE**

|                         |  |
|-------------------------|--|
| <b>Name of Bidder:</b>  | .....<br>.....                               |
| <b>Total Bid Price:</b> | <b>N\$</b> .....<br>..... (excl. VAT)        |
| <b>Amount in Words:</b> | .....<br>.....<br>.....<br>..... (excl. VAT) |

**National Housing Enterprise**  
7 Gen. Murtala Muhammed Ave, Eros, Windhoek, NAMIBIA  
Tel: 061 2927111, Fax: 061 222 941,  
[procurement@nhe.com.na](mailto:procurement@nhe.com.na)  
[www.nhe.com.na](http://www.nhe.com.na)



## PROCUREMENT MANAGEMENT UNIT

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## LETTER OF INVITATION

12 JUNE 2026

Dear Prospective Audit Firms

### **SUBJECT: PROVISION OF FINANCIAL MODEL AUDIT SERVICES FOR NATIONAL HOUSING ENTERPRISE – CS/RP/NHE-07/25/26**

1. You are hereby invited to submit separate technical and financial proposals for the provision of Financial Model Audit Services in respect of the NHE Affordable Housing Project Base Case Financial Model, which may form the basis for subsequent negotiations and ultimately a contract between the successful Audit Firm and the National Housing Enterprise (“NHE”).
2. The purpose of this assignment is to appoint a suitably qualified and independent Financial Model Auditor to undertake a full professional review of the Financial Model, including:

#### **2.1 Model Integrity and Structure**

- a) The Financial Model is logically structured, internally consistent and robust;
- b) The model is capable of accurately forecasting over the full project horizon;
- c) The model follows recognized project finance modelling conventions, including clear separation of inputs, calculations, checks and outputs; and
- d) The model is transparent, traceable and suitable for third-party and lender review.

#### **2.2 Formulae and Calculations**

- a) All formulae, algorithms, VBA code and macros are arithmetically accurate;
- b) There are no material errors, inconsistencies or inappropriate hardcoding;

- c) Material formula ranges, date logic, interest calculations, drawdown mechanics, repayment profiles, reserve account movements, cash sweeps and covenant calculations are functioning correctly; and
- d) Hardcoded values are limited to assumptions and are clearly identifiable.

### **2.3 Financial Outputs**

- a) The Financial Model correctly generates:
  - Profit and Loss statements
  - Cash flow projections
  - Balance sheet outputs
- b) Output is consistent with the underlying assumptions;
- c) The three financial statements are correctly integrated and balance throughout the model period; and
- d) Sources and uses of funds, operating cash flows, financing flows and debt service flows are consistently reflected.

### **2.4 Financing Metrics and Structure**

- a) The model correctly calculates:
  - Debt service coverage ratios (DSCR)
  - Other cover ratios
  - Reserve account balances
  - Interest in accruals
- b) These are aligned with definitions contained in the financing agreements; The model correctly reflects key financing mechanics, including drawdowns, capital grace assumptions, shareholder allocation treatment, ring-fenced collections, debt service reserve account movements, mortgage bond repayment logic and mandatory prepayment assumptions; and
- c) The model is materially consistent with the financing framework and transaction assumptions made available to the auditor.

### **2.5 Scenario and Sensitivity Review**

- a) The integrity and functionality of key sensitivities and downside scenarios are reviewed;
- b) Scenario toggles and downside cases operate correctly; and
- c) Sensitivity outputs are internally consistent.

## 2.6 Contractual Consistency

- a) The Financial Model is materially consistent with the key project agreements and contractual arrangements; and
- b) Any mismatch between model assumptions and financing terms, commercial assumptions or other material transaction information is identified.

## 2.7 Tax

A review of the tax assumptions and calculations in the Financial Model is excluded.

## 2.8 Accounting

A review of the accounting treatment is specifically excluded as this is a cash flow forecasting model.

## 2.9 Minimum proposal requirements

NHE requires bidders to address, as a minimum, the following in their proposal:

- a) Clearly indicate the scope of services, proposed methodology, liability limitations and any conflicts of interest;
- b) Proposed fees, including milestone payments and over-run charge-out rates;
- c) Proposed team members, their roles, qualifications and relevant experience;
- d) Work-plan with a detailed timetable;
- e) Standard-form engagement letter and terms and conditions related to the proposed services;
- f) A sample or standard-form final report to demonstrate the proposed reporting format and contents;
- g) Evidence of relevant model audit or project finance advisory experience on similar assignments; and
- h) Confirmation of independence and capacity to complete the assignment within the required timeframe.

## 2.10 The following documents are enclosed to enable you to submit your proposal:

- a) Terms of Reference (Annexure 1);
- b) Supplementary Information for Audit Firms (Annexure 2); and
- c) Draft Contract (Annexure 3).

**2.11** Any request for clarification should be forwarded in writing to NHE at [procurement@nhe.com.na](mailto:procurement@nhe.com.na).

**2.12** The Government of the Republic of Namibia requires that bidders, suppliers and contractors participating in public procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

**2.13** Audit Firms are advised to consult the website of the Procurement Policy Office, [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit), to acquaint themselves with legislation related to public procurement in the Republic of Namibia.

### **3. ELIGIBILITY**

- a) A Audit Firm 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 Audit Firms appearing on the ineligibility lists of the 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) Audit Firms shall submit a statement on past and present declaration of ineligibility, if any, by any local or international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- d) Audit Firms shall disclose any actual, potential or perceived conflict of interest relevant to this assignment.

### **4. MANDATORY REQUIREMENTS**

The bidder must attach the following mandatory documents:

- a) A valid certified copy of company Registration Certificate or Registration of Defensive Name, where applicable;
- b) A valid original or certified copy of Good Standing Tax Certificate;
- c) A valid original or certified copy of Good Standing Social Security Certificate;
- d) A valid certified copy of Affirmative Action Compliance Certificate, 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;
- e) A written undertaking as contemplated in section 138(2) of the Labour Act, 2007;
- f) registered with Public Accountants and Auditors' Board (PAAB); (Proof of registration must be provided)
- g) Signed Bid Submission Form;
- h) Bid Securing Declaration Form;
- i) Self-Declaration Form;
- j) Certified copies of qualifications of key personnel; and

- k) Documentary proof of relevant similar assignments.

## 5. SUBMISSION OF PROPOSALS

The proposals from Audit Firms shall be submitted in two (2) separate envelopes, namely Technical Proposal and Financial Proposal, in **one (1) original and one (1) copy**, and should follow the format given in Annexure 2 – “Supplementary Information for Audit Firms”.

The proposals must be submitted to **NHE Head Office, 7 General Murtala Muhammed Avenue, Eros, Windhoek**, and must be deposited in the Bid Box at Reception on or before **Friday, 26 June 2026 at 10h00 am**.

Proposals should not be forwarded by electronic mail. Late proposals will not be accepted.

## 6. DECIDING AWARD OF CONTRACT

Qualification, relevant experience, methodology and technical competence of the Audit Firms shall be considered as paramount requirements.

## 7. RIGHTS OF THE PUBLIC ENTITY

- a) Please note that National Housing Enterprise is not bound to select any of the Audit Firms 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.
- c) NHE reserves the right, subject to applicable law, to amend, defer, cancel or re-issue the procurement process.

## 8. DURATION OF ASSIGNMENT

The consultancy shall be completed on or before **30 July 2026** as the completion date. This may only be extended under exceptional circumstances, following a request by the successful Audit Firm and with discretionary approval of the Chief Financial Officer.

You should base your financial proposal on these timelines, giving an indication of the time considered necessary to undertake the assignment.

## 9. VALIDITY OF PROPOSAL

You are requested to hold your proposal valid for **one hundred and eighty (180) 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 finalise the agreement within this period.

## 10. COMMENCEMENT DATE OF ASSIGNMENT

The assignment will commence after the award has been made and this will be communicated to you after conclusion of any negotiations and signature of contract.

## **11. TAX LIABILITY**

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

## **12. INSURANCE**

The Audit Firm shall meet the cost of any insurance and/or medical examination or treatment required while performing the services. Where applicable, the Audit Firm should confirm the availability of adequate professional indemnity insurance or equivalent cover appropriate to the assignment.

## **13. CONFIRMATION OF INVITATION TO SUBMIT PROPOSAL**

We will appreciate it if you would inform us by email at [procurement@nhe.com.na](mailto:procurement@nhe.com.na):

- a) of your acknowledgement of receipt of this Letter of Invitation within two (2) days; and
- b) whether you will be submitting a proposal.

**14.** 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 Audit Firm**

**Annexure 3: Contract under which service will be performed**

**Annexure – 1**

# **TERMS OF REFERENCE FOR CONSULTANCY SERVICES FOR THE PROVISION OF FINANCIAL MODEL AUDIT SERVICES FOR THE NATIONAL HOUSING ENTERPRISE (NHE)**

## **1. Introduction**

The NHE is a State-owned entity established by the National Housing Enterprise Act, No, 5 of 1993 as amended. It's enjoined with a dual mandate to provide housing needs to the Namibian inhabitants and to finance houses for such inhabitants

NHE hereby invites suitably qualified firms to submit proposals for the provision of Financial Model Audit Services in respect of the NHE Affordable Housing Project financial model (the "Financial Model").

The appointed service provider will be required to provide an independent review of the Financial Model, with a duty of care to the Lenders.

## **2. Background**

NHE intends to develop a portfolio of affordable housing units across various greenfield sites located throughout Namibia (the "Project").

Sabela Capital (Pty) Ltd, as part of transaction advisory services scope of work was required to develop a comprehensive Financial Model ("FM") incorporating all relevant financial, operational, and contractual parameters associated with the Project. The Financial Model has now been completed and is ready for independent audit.

## **3. Objectives**

The objective of the assignment is to provide an independent review and audit of the NHE Affordable Housing Project Base Case Financial Model, including:

- verification of the model's integrity and functionality;
- review of model structure, methodology and logic;
- validation of calculations and financial outputs;
- assessment of assumptions and financing structure;
- identification of model risks, weaknesses and inconsistencies;
- maintenance of a formal issue log and resolution tracking process;
- confirmation that the model is fit for purpose and suitable for lender reliance, subject to stated assumptions and limitations; and
- issuance of a lender-reliance model audit report acceptable for Financial Close purposes.

## **4. Scope of Work**

The appointed Financial Model Auditor will be required to undertake a detailed review to determine whether:

#### **4.1 Model Integrity and Structure**

**4.1.1** The Financial Model is logically structured, internally consistent and robust;

**4.1.2** The model is capable of accurately forecasting over the full project horizon;

**4.1.3** The model follows recognised project finance modelling conventions; and

**4.1.4** The model is transparent, traceable and suitable for detailed third-party review.

#### **4.2 Formulae and Calculations**

**4.2.1** All formulae, algorithms (including VBA code and macros), and calculations are arithmetically accurate

**4.2.2** There are no material errors, inconsistencies, or inappropriate hardcoding.

**4.2.3** Material formula ranges, date logic, interest calculations, repayment profiles, reserve account movements, cash sweeps and covenant calculations operate correctly; and

**4.2.4** Hardcoded values are appropriate, limited to assumptions and clearly identifiable.

#### **4.3 Financial Outputs**

**4.3.1** The Financial Model correctly generates;

- Profit and Loss statements
- Cash flow projections
- Balance sheet outputs

**4.3.2** Outputs are consistent with the underlying assumptions;

**4.3.3** The three financial statements are integrated correctly; and

**4.3.4** Balance sheets balance throughout the full model period.

**4.3.5** Outputs are consistent with the underlying assumptions.

#### **4.4 Financing Metrics**

**4.4.1** The model correctly calculates;

- Debt service coverage ratios (DSCR)
- Other cover ratios
- Reserve account balances
- Interest accruals

**4.4.2** These are aligned with definitions contained in the financing agreements;

**4.4.3** The model correctly reflects drawdowns, capital grace assumptions, reserve account mechanics, repayment mechanics and debt service flows; and

**4.4.4** The model is materially consistent with the financing framework made available to the Auditor.

#### **4.5 Contractual Consistency**

**4.5.1** The Financial Model is materially consistent with the key project agreements and contractual arrangements and

**4.5.2** Any mismatch between model assumptions and financing terms, commercial assumptions or other transaction information is identified and reported.

#### **4.6 Sensitivities and Scenario Logic**

**4.6.1** The auditor shall review the appropriateness and integrity of key sensitivity and downside scenarios contained in the model;

**4.6.2** The auditor shall confirm whether scenario toggles and downside cases operate as intended; and

**4.6.3** The auditor shall confirm whether downside outputs are internally consistent.

#### **4.7 Audit Trail and Issue Log**

**4.7.1** The auditor shall maintain and provide a clear issue log identifying each issue raised, its severity, recommended correction, management response and resolution status; and

**4.7.2** The auditor shall clearly identify unresolved material matters in the final report.

#### **4.8 Tax**

A review of the tax assumptions and calculations in the Financial Model is excluded.

#### **4.9 Accounting**

A review of the accounting treatment is specifically excluded as this is a cashflow forecast model.

### **5. Reporting**

Upon appointment, the Audit Firm will be reporting to the Chief Financial Officer

### **6. Duration of Assignment**

The consultancy shall be completed on or before 30 July 2026 as the completion date. This may only be extended under exceptional circumstances, following a request by the successful Audit Firm and with discretionary approval of the Chief Financial Officer.

Bidders should note the following target timelines:

| ACTIVITY | DATE |
|----------|------|
|----------|------|

|   |              |
|---|--------------|
| Issuance of RFP and NDA                                   | 01 July 2026 |
| Submission of proposals and Signed NDA's                  | 13 July 2026 |
| Appointment   | 16 July 2026 |
| Commencement of audit services                            | 24 July 2026 |
| Financial Model Audit submission date by service provider | 30 July 2026 |

## 7. Financial Proposal (i.e. Quotation)

- 7.1** The financial proposal shall comprise a list of all prices associated with the assignment (fully loaded prices), including communication, travel and any disbursements related to the execution of the assignment, where chargeable.
- 7.2** Payments will be affected within 30 days of delivery of the final report and shall be made on receipt of an appropriate invoice from the Audit Firm.
- 7.3** Notwithstanding meeting the technical requirements, NHE reserves the right not to accept the lowest priced proposal or quotation.

## 8. Required Audit Firm

The Audit Firm, through lead personnel and the proposed team, must meet the following minimum requirements:

- A degree in Accounting, Auditing, Finance, Financial Modelling or a related field;
- A master's degree, MBA or relevant professional qualification will be an added advantage;
- Demonstrable experience in financial model auditing, model assurance or project finance review assignments;
- Experience conducting lender-facing or lender-reliance financial model audits;
- Experience working with development finance institutions, commercial banks or similar financiers;
- Availability of suitably qualified personnel with strong technical capability in model review and assurance; and
- Submission of evidence that similar assignments have been successfully completed elsewhere.

## 9. NHE RESPONSIBILITIES

NHE, through the Office of the Chief Financial Officer, will be responsible for the following:

- a) providing available information as may reasonably be requested by the Audit Firm;
- b) arranging and/or attending internal meetings as may be required by the Audit Firm;  
and:
- c) facilitating access to the Financial Model and supporting information, subject to confidentiality requirements and internal approvals.

## **10. DELIVERABLES**

The service provider shall provide the following:

### **10.1 Inception Report**

- understanding of the assignment;
- detailed methodology and work plan; and
- information requirements.

### **10.2 Draft Findings Report**

- detailed review findings;
- identified issues and risks; and
- recommendations for corrective actions.

### **10.3 Updated Issue Log**

Issue register reflecting findings, severity, management response and resolution status.

### **10.4 Final Model Audit Report**

- comprehensive financial model audit report;
- summary of review procedures performed;
- detailed findings and resolutions; and
- confirmation of model integrity and reliability.

### **10.5 Lender-Reliance Model Audit Report**

- formal lender-reliance report addressed to NHE and capable of being shared with relevant lenders;
- independent opinion regarding the adequacy and functionality of the model; and
- confirmation that the model is fit for its intended purpose, subject to stated assumptions and limitations.

Any request for clarification should be forwarded in writing to the NHE Procurement Management Unit: [Procurement@nhe.com.na](mailto:Procurement@nhe.com.na). Furthermore, request for clarifications should be received 7 days prior to the deadline set for submission of proposals.

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. Audit Firms are advised to consult the website of the Procurement Policy Office: [www.mof.gov.na/procurement-policyunit](http://www.mof.gov.na/procurement-policyunit) to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

## **11. CONTRACTING PARTIES**

The contract will be signed between the National Housing Enterprise (NHE) and the successful company, in accordance with the agreed form of contract and applicable procurement requirements.

## **12. DATE OF COMMENCEMENT**

The appointed company/Audit Firm shall commence with the assignment upon the signing of the Contract.

## **13. KEY COMPETENCIES AND QUALIFICATIONS OF THE AUDIT FIRM**

- 13.1. The Audit Firm must have extensive working knowledge in financial model auditing for infrastructure, housing, real estate, PPP, or project finance transactions;
- 13.2. Have experience conducting lender-reliance financial model audits;
- 13.3. Have experience working with development finance institutions, commercial banks, or multilateral lenders;
- 13.4. Have At least five (5) years of relevant experience in financial modelling and model auditing;
- 13.5. Professional qualifications in finance, accounting, or related disciplines;
- 13.6. Availability of suitably qualified personnel with experience in financial model Assurance;
- 13.7. Audit Firm to submit justifications showing that similar assignments were previously conducted elsewhere;
- 13.8. Audit Firm must submit an execution plan indicating the timeframe of services.
- 13.9. Audit Firm to submit certificates proving relevant qualification.

**ANNEXURE – 2****SUPPLEMENTARY INFORMATION FOR AUDIT FIRMS****Proposals**

1. Proposals should include the following information:
  - a) Technical Proposals
    - i. Curriculum Vitae of Lead Audit Firm and supporting personnel or Audit Firms (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 Audit Firm on the Terms of Reference (TOR).
    - iv. A description of the way the Audit Firm would plan to execute the work.
    - v. The Audit Firm's comments, if any, on the data, services, and facilities to be provided by the NHE.
  - b) Financial Proposals

The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)

The proposals shall be submitted in one original.

**Contract Negotiations**

1. The aim of the negotiations is to reach an agreement on all points with the Audit Firm and initial a draft contract by the conclusion of negotiations.
2. Negotiations commence with a discussion of Audit Firm's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference.
3. 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.
4. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

**FORM NHE F-1**

BID SUBMISSION FORM

From: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROVISION OF CONSULTANCY SERVICES FOR FINANCIAL MODEL AUDIT FOR THE NATIONAL HOUSING ENTERPRISE**

I/We \_\_\_\_\_herewith enclose Technical and Financial Proposals for selection as Audit Firm 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**

## FORMAT OF CURRICULUM VITAE (CV) FOR AUDIT FIRM

Name of Audit Firm: \_\_\_\_\_

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 Audit Firm]***

**Full name of Audit Firm: \_\_\_\_\_**

**FORM NHE.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 NHE F-4**

**Cost Estimate of Services<sup>1</sup>****Remuneration:**

| <b>Audit Firm Name<br/>Cost</b> | <b>Monthly Rate<br/>(in currency)</b> | <b>Working Months</b> | <b>Total<br/>(in currency)</b> |
|---------------------------------|---------------------------------------|-----------------------|--------------------------------|
|---------------------------------|---------------------------------------|-----------------------|--------------------------------|

|  |  |  |  |
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Sub-Total (Remuneration) \_\_\_\_\_

**Out-of-Pocket Expenses<sup>2</sup> :**

| <b>(a) Per Diem<sup>3</sup> :</b> | <b>Room<br/>charge</b> | <b>Subsistence</b> | <b>Total</b> | <b>Days</b> |  |
|-----------------------------------|------------------------|--------------------|--------------|-------------|--|
|-----------------------------------|------------------------|--------------------|--------------|-------------|--|

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| <b>(b) Air fare:</b> |  |  |  |  |  |
|----------------------|--|--|--|--|--|

|  |  |  |  |  |  |
|--|--|--|--|--|--|
| <b>(c) Lump Sum Miscellaneous Expenses<sup>4</sup> :</b> |  |  |  |  |  |
|--|--|--|--|--|--|

Sub-Total (Out-of-Pocket) \_\_\_\_\_

Contingency Charges: \_\_\_\_\_

**Total Estimate:** \_\_\_\_\_

**BID SECURING DECLARATION  
(Section 45 of Act) (Regulation 37(1)(b) and 37(5))**

**Date:** \_\_\_\_\_

**Procurement Ref No.:** \_\_\_\_\_

**To:** \_\_\_\_\_

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

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

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

<sup>4</sup> 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.

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 \_\_\_\_\_, \_\_\_\_\_

Corporate Seal (where appropriate)

[Note\*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]

***\*delete if not applicable / appropriate***



**Republic Of Namibia**

|  |
|--|
| <b>Ministry of Labour, Industrial Relations, and Employment Creation</b> |
|--|

**Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015**

**1. EMPLOYERS DETAILS**

Company Trade Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Vat Number: \_\_\_\_\_

Industry/Sector: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Tell No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Full name of Owner/Accounting Officer: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

**2. PROCUREMENT DETAILS**

Procurement Reference No.: \_\_\_\_\_

Procurement Description: \_\_\_\_\_

\_\_\_\_\_

Anticipated Contract Duration: \_\_\_\_\_

Location where work will be done, good/services will be delivered: \_\_\_\_\_

\_\_\_\_\_

**3. UNDERTAKING**

I \_\_\_\_\_ *[insert full name]*,  
owner/representative

of \_\_\_\_\_ *[insert full name of company]*

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

*Please take note:*

- 1. A labour inspector may conduct unannounced inspections to assess the level of compliance*
- 2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

## **SELF-DECLARATION FORM**

**Procurement Reference No:**

**Title**

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 have not sought, attempted 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 \_\_\_\_\_

Signature (of duly authorised officer): \_\_\_\_\_

Full Name and Designation: \_\_\_\_\_

## DECLARATION IN RESPECT OF EXCLUSIVE PREFERENCE

### Paragraph 9(3) and Annexure 6 of the Code of Good Practice on Preferences Referred to in Section 71 and 72 of Public Procurement Act, 2015

Bidder to tick the appropriate box to indicate the category under which it has made a declaration.

#### 1. Manufacturer

| CATEGORIES OF BIDDERS |              | DOCUMENTARY EVIDENCE<br>(to be submitted with the bid / all the documents required must be submitted)   | TICK |  |
|-----------------------|--------------|---|------|--|
| 1                     | Manufacturer | - Cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant<br>(please refer to code of good practice for above stated annexures) | Yes  |  |
|                       |              |   | No   |  |

If yes, please complete the part below, including the cost structure form. The form maybe reproduced, but it should be in the same format or reflect the whole information on it.

#### Manufacture's Declaration in Terms of Paragraph 9(3) and Annexure 6 of the Code of Good Practice

I/We hereby declare that the manufactured goods meet the local content as determined in Annexure 1 of Code of good practice, as per the cost structure for Value Added Calculation.

The Local Value-Added amounts to: N\$ \_\_\_\_\_

**NB: The cost structure reflecting the above amount must be attached to the bid for reference. (See Annexure 1 below)**

#### 2. Micro, Small and Medium Enterprises

| CATEGORIES OF BIDDERS |                                    | DOCUMENTARY EVIDENCE<br>(to be submitted with the bid / all the documents required must be submitted) | TICK |  |
|-----------------------|------------------------------------|---|------|--|
| 2                     | Micro, Small and Medium Enterprise | - certified copy of SME registration certificate  | Yes  |  |
|                       |                                    |   | No   |  |

If yes, percentage indicating Namibian MSME ownership

#### 3. Women Owned Enterprise

| CATEGORIES OF BIDDERS |                        | DOCUMENTARY EVIDENCE<br>(to be submitted with the bid / all the documents required must be submitted)  | TICK |  |
|-----------------------|------------------------|--|------|--|
| 3                     | Women owned enterprise | - Certified copy of identity documents (IDs) of all stakeholders<br>- Certified copy of:<br>founding statement and/or<br>company registration indicating ownership structure and/or<br>copy of shareholder certificate | Yes  |  |
|                       |                        |  | No   |  |

If yes, percentage equity owned by Namibian women

#### 4. Youth Owned Enterprise

| CATEGORIES OF BIDDERS |                        | DOCUMENTARY EVIDENCE  | TICK |  |
|-----------------------|------------------------|---|------|--|
|                       |                        | (to be submitted with the bid / all the documents required must be submitted)   |      |  |
| 4                     | Youth owned enterprise | <ul style="list-style-type: none"> <li>- Certified copy of identity documents (IDs) of all stakeholders</li> <li>- Certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate</li> </ul> | Yes  |  |
|                       |                        |   | No   |  |

|  |  |
|--|--|
| If yes, percentage equity owned by Namibian youths |  |
|--|--|

#### 5. Previously Disadvantaged Person owned Enterprise.

| CATEGORIES OF BIDDERS |  | DOCUMENTARY EVIDENCE  | TICK |  |
|-----------------------|--|---|------|--|
|                       |  | (to be submitted with the bid / all the documents required must be submitted)   |      |  |
| 5                     | Previously Disadvantaged Person owned enterprise | <ul style="list-style-type: none"> <li>- Certified copy of identity documents (IDs) of all stakeholders</li> <li>- Certified copy of founding statement/company registration indicating ownership structure/ copy of shareholder certificate</li> </ul> | Yes  |  |
|                       |  |   | No   |  |

|   |  |
|---|--|
| If yes, percentage equity owned by previously disadvantaged Namibians |  |
|---|--|

#### 6. Suppliers Providing Environmental Protection

| CATEGORIES OF BIDDERS |  | DOCUMENTARY EVIDENCE  | TICK |  |
|-----------------------|--|---|------|--|
|                       |  | (to be submitted with the bid / all the documents required must be submitted)   |      |  |
| 6                     | Suppliers providing environmental protection | <ul style="list-style-type: none"> <li>- Evidence that the bidder promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources</li> </ul> | Yes  |  |
|                       |  |   | No   |  |

If yes, bidder must provide evidence or elaborate on any initiatives to protect the environment, maintain ecosystems and the sustainable use of natural resources.

#### 7. Suppliers Providing Employment to Namibians

| CATEGORIES OF BIDDERS |   | DOCUMENTARY EVIDENCE   | TICK |  |
|-----------------------|---|--|------|--|
|                       |   | (to be submitted with the bid / all the documents required must be submitted)  |      |  |
| 7                     | Suppliers providing employment to Namibians | <ul style="list-style-type: none"> <li>- Declaration under oath that the bidder employs 50% or more Namibian citizens</li> <li>- Certified copies of Namibian citizens employed by the bidder</li> </ul> | Yes  |  |
|                       |   |  | No   |  |

If yes, kindly provide an organogram indicating the total number of employees. In addition, provide a list of all Namibians with proof of identifications. list the names and ID numbers of bidder must provide evidence or elaborate on any initiatives to protect the environment, maintain ecosystems and the sustainable use of natural resources.

**ANNEXURE 1**  
**COST STRUCTURE FOR VALUE ADDED CALCULATION**  
(Paragraph 1)

|  | Product 1 | Product 2 |
|--|-----------|-----------|
|  | N\$       | N\$       |
| <b>Raw Materials, Accessories and Components</b> |           |           |
| • Imported (CIF)                                 |           |           |
| • Local (Value Added Tax and Excise Duty Fee)    |           |           |
| • Local (Cost, Insurance, Freight)               |           |           |
| <b>Labour Cost</b>                               |           |           |
| • Direct Labour                                  |           |           |
| • Clerical Wages                                 |           |           |
| • Salaries to Management                         |           |           |
| <b>Utilities</b>                                 |           |           |
| • Electricity                                    |           |           |
| • Water  |           |           |
| • Telephone                                      |           |           |
| <b>Depreciation</b>                              |           |           |
| <b>Interest on Loans</b>                         |           |           |
| <b>Rent</b>                                      |           |           |
| <b>Other (please specify)</b>                    |           |           |
|  |           |           |
| <b>TOTAL COST</b>                                |           |           |
| <b>COST OF IMPORTED INPUTS</b>                   |           |           |
| LOCAL VALUE ADDED                                |           |           |
| % LOCAL VALUE ADDED                              |           |           |

$$\text{Local Value Added} = \frac{\text{Total Cost} - \text{Cost of imported inputs}}{\text{Total Cost}} \times 100$$

**NB! The cost structure must be certified by an Accountant**

This form maybe reproduced, but it should be in the same format or reflect the whole information on it.

I/We\* hereby declare that the information provided above outlines the preferences that I/We\* qualifies for, and that the information provided is correct

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## Bid Evaluation Criteria

**TITLE: CONSULTANCY SERVICES FOR FINANCIAL MODEL AUDIT FOR THE NATIONAL HOUSING ENTERPRISE- PROCUREMENT REFERENCE NO:CS/RP/NHE-07/25/26**

### 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. Audit Firms 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 Information<br>A certified copy of valid registration certificate or relevant documentation  |          |         | Certified copy of document/s  |
| An original or certified copy of a valid certificate of good standing with the Receiver of Revenue; ITB 13.1(4)(a)  |          |         | Certificate of good standing  |
| Valid certificate of good standing with the Social Security Commission or,<br>in the case where a company has no employees, confirmation letter from the Social Security Commission; ITB 13.1(4)(b) |          |         | Certificate of good standing or confirmation letter                 |
| Affirmative action compliance:<br>- Certified copy of certificate, or<br>- Certified copy exemption, or<br>- Certified copy of proof.   |          |         | Affirmative action compliance certificate/exemption/proof as stated |
| Completed Undertaking in terms of section 138 of the Labour Act   |          |         | Completed form in bidding document                                  |
| Registered with Public Accountants and Auditors' Board (PAAB)   |          |         | Proof of registration must be provided                              |
| The requirements are not grounds for disqualification   |          |         |   |
| Completed Quotation letter  |          |         | Form in bidding document  |
| Completed Bid Securing Declaration  |          |         | Form in bidding document  |

|   |  |  |                          |
|---|--|--|--------------------------|
| Completed Self Declaration Form in respect of eligibility criteria          |  |  | Form in bidding document |
| Completed Declaration in respect of Exclusive Preference (where applicable) |  |  | Form in bidding document |

Audit Firms 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:

| <b>Technical Evaluation Criteria (Stage 2)</b> |   |                   |
|--|---|-------------------|
| <b>No</b>                                      | <b>Item Description</b>   | <b>100 Points</b> |
| <b>1</b>                                       | <p><b>Audit Firm Track Record</b></p> <p>Firm Experience in Financial Model Audits and Project Finance Transactions or services of similar nature</p> <p>The bidder shall demonstrate experience in undertaking financial model audits, project finance reviews, lender due diligence assignments, or similar engagements.</p> <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> <ol style="list-style-type: none"> <li>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 Audit Firm. (A company profile and documentary evidence in successfully undertaking projects of a similar nature (evidence should relate to similar successfully completed projects, with a reference of the success of the project from the client).</li> <li>Business addresses (trading, telephones numbers, contact persons and email, as well demographics information such as employees and physical facilities such as offices</li> <li>An outline of recent experience on comparable assignments/ projects executed. (Three reference letters (not older than three (3) years)</li> </ol> | <b>(30)</b>       |
| <b>2</b>                                       | <p><b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</b></p> <p>A description of the way the Audit Firm would plan to execute the work.</p> <p>The number of points to be assigned for this criterion shall be determined considering following:</p>  | <b>(40)</b>       |

|          |   |             |
|----------|---|-------------|
|          | <p>a. Excellent understanding of the assignment, detailed methodology covering model integrity review, calculation audit, financing structure review, risk assessment and lender-reliance reporting.</p> <p>b. The methodology is clear and complete: all key deliverables, resources mobilised, list of activities, risks and assumptions are included.</p> <p>c. 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.</p> <p>d. 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 plan is detailed, realistic and in line with the TORs and proposed methodology</p> <p>e. Service provider must provide NHE with an example of a report indicating the methodology followed.</p> <p>f. 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> <p>g. The methodology should specifically address:</p> <ul style="list-style-type: none"> <li>• Model integrity testing;</li> <li>• Formula and calculation verification;</li> <li>• Financing structure review;</li> <li>• Sensitivity and scenario analysis review;</li> <li>• Risk identification;</li> <li>• Lender-reliance reporting requirements;</li> <li>• Quality assurance procedures.</li> </ul> | <b>20</b>   |
|          | Understanding of the assignment based on the appropriateness of the work plan and delivery schedule   | <b>10</b>   |
|          | <p>Work plan includes a list of the proposed personnel and the tasks that would be assigned to each personnel</p> <p>Detailed work plan with realistic timelines and allocation of resources demonstrating completion within the required timeframe</p>   | <b>10</b>   |
| <b>3</b> | <p><b>Key Audit Firms' qualifications and competence for the Services</b></p> <p>The number of points to be assigned for this criterion shall be determined considering the following:</p>  | <b>(20)</b> |

|   |  |              |
|---|--|--------------|
|   | <p><b>1. Position: Team leader</b></p> <p>a. At least a post graduate qualification with specialization in Finance, Accounting or auditing, and any other related field. (Degree, Postgraduate Qualifications) <b>Kindly attach proof of certified copies of qualifications, CV's and Professional registration will be required</b></p> <p>b. Relevant experience in financial accounting and auditing.</p> <p>c. Number of years of experience</p> | <b>10</b>    |
|   | <p><b>2. Position: Team Members /Financial Modelling Specialist</b></p> <p>a. General qualifications in the related field (such Diplomas, Degrees, Postgraduate Qualifications) <b>Kindly attach proof of certified copies of qualifications, CV's</b></p> <p>b. Extensive experience in finance and financial modelling, Accounting and auditing</p> <p>c. Number of years of experience</p>  | <b>10</b>    |
| 4 | <p><b>Quality Assurance / Review Expert</b></p> <p>Demonstrated experience in independent model reviews and quality assurance engagements</p>  | <b>10</b>    |
|   | <b>Total</b>   | <b>(100)</b> |

Bidders who scored minimum of 80% in Stage 2: Technical Evaluation, will be further evaluated financially in Stage 3.

### 2.2.1 Technical Evaluation

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

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

**Technical Approach and Methodology:** *In this section 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.*

**Work Plan:** *In this section 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.*

**Organization and Staffing:** *In this section 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.*

Bidders who meet the first evaluation criteria will be subjected to the second evaluation criteria below.

### **2.3 STAGE 2: Financial Evaluation**

The lowest Price from the compliant Bids will be recommended for award.

### **2. 4 STAGE 3: Margin of Preference**

In terms of the Code of Good Practice on Preferences, margin of preference means a percentage of price preference given to a bidder who meets the specified criteria as determined.

This code of good practice aims to promote, facilitate, and strengthen measures to implement the empowerment and industrialization policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for the money, grant exclusive preference to categories of local suppliers through reservations of certain procurement of goods and, works and services.

The maximum cumulative allowable margins of preferences applicable to exclusive preference for price evaluation purposes is 10%.

A bidder must complete and sign the declaration in respect of exclusive preference included in this document above, outlining the preferences the bidder qualifies for and the grounds for such qualifications.

Margins of preferences will be applied, as per Annexure 6 of the Code of Good Practice, as follows on the total cost in the price schedule:

| CATEGORIES OF BIDDERS  | DEFINITION / CRITERIA<br>(in terms of code of good practice on preferences)   | MARGIN OF PREFERENCE | DOCUMENTARY EVIDENCE<br>(to be submitted with the bid / all the documents required must be submitted)   |
|--|---|----------------------|---|
| Manufacturer   | means a person or company that is involved in the physical or chemical transformation of materials or components into new products whether or not –<br>a) the transformation is through work-<br>i) performed by a power-driven machine or by hand,<br>ii) done in a home or factory, or<br>b) the new products are sold on wholesale or retail basis | 2%                   | <ul style="list-style-type: none"> <li>- certificate of registration from a registering authority</li> <li>- declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant</li> <li>- (please refer to code of good practice for above stated annexures)</li> </ul> |
| Micro, Small and Medium Enterprise   | means an enterprise that has a valid micro, small and medium enterprise certificate issued by the Ministry responsible for trade, whose minimum equity is 51% owned by Namibians  | 1%                   | <ul style="list-style-type: none"> <li>- certified copy of SME registration certificate</li> <li>- declaration indicating the percentage of Namibian MSME ownership<br/><i>(kindly use structure of form)</i></li> </ul>  |
| Women owned enterprise   | a bidder who is a woman or whose minimum equity is 51% owned by Namibian women  | 1%                   | <ul style="list-style-type: none"> <li>- certified copy of identity documents (IDs) of all stakeholders</li> <li>- certified copy of:<br/>founding statement and/or<br/>company registration indicating ownership structure and/or<br/>copy of shareholder certificates</li> <li>- declaration indicating the percentage of Namibian female ownership</li> </ul>  |
| Youth owned enterprise   | “youth” means a young person aged from 16 to 35 years old as defined in section 1 of the National Youth Council Act, 2009 (Act No.3 of 2009)<br>a bidder who is a youth or whose minimum equity is 51% owned by Namibian youths   | 2%                   | <ul style="list-style-type: none"> <li>- certified copy of identity documents (IDs) of all shareholders</li> <li>- certified copy of founding statement/company registration indicating ownership structure/<br/>copy of shareholder certificate</li> <li>- declaration indicating the percentage of Namibian youth ownership</li> </ul>  |
| Previously Disadvantaged Person owned enterprise   | means persons contemplated in Article 23(2) of the Namibian Constitution and includes –<br>a) women; and<br>b) persons with any disability as defined in the National Disability Act, 2004 (Act No. 26 of 2004)<br>a bidder who is a PDP or whose minimum equity is 51% owned by Namibian PDPs  | 2%                   | <ul style="list-style-type: none"> <li>- certified copy of identity documents (IDs) of all shareholders</li> <li>- certified copy of founding statement/company registration indicating ownership structure/<br/>copy of shareholder certificates</li> <li>- declaration indicating the percentage of Namibian PDP ownership</li> </ul>   |
| persons within Namibia who have been socially, economically, or educationally disadvantaged by past discriminatory laws or practices as contemplated in Article 23(2) of the Namibian Constitution |   |                      |   |
| Suppliers providing environmental protection   | a bidder that promotes the protection of the environment, maintain ecosystems and sustainable use of natural resources as specified by the public entity in the bidding document  | 1%                   | - declaration by the bidder that the latter deals with environmental protection   |
| Suppliers providing employment to Namibians  | a bidder who employs 50% or more Namibian citizens  | 1%                   | <ul style="list-style-type: none"> <li>- declaration that the bidder employs 50% or more Namibian citizens</li> <li>- certified copies of Namibian citizens employed by the bidder</li> </ul>   |
| <b>TOTAL</b>   |   | <b>10%</b>           |   |

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**Annexure 3**

**SERVICE CONTRACT No.** \_\_\_\_\_

**CONSULTANCY SERVICE CONTRACT**

**BETWEEN**

*THE National Housing Enterprise*

**AND**

..... *[AUDIT FIRM NAME]*

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

**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 Audit Firm 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 Audit Firm 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 Audit Firm 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 AUDIT FIRM**

- 3.1 The Audit Firm 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 Audit Firm 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 Audit Firm 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 Audit Firm 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 Audit Firm 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 Audit Firm 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 Audit Firm in obtaining such visas and/or permits.

#### **ARTICLE IV**

#### **PAYMENT FOR THE SERVICES**

- 4.1 The Public Entity shall pay to the Audit Firm, 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 Audit Firm 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 Audit Firm in connection with or by virtue of the present Contract, shall be treated as confidential by the Audit Firm, and the Audit Firm 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 Audit Firm for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Audit Firm 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 Audit Firm 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 AUDIT FIRM**

- 7.1.1 The Audit Firm 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 Audit Firm 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 Audit Firm, terminate the present Contract for cause if the Audit Firm 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 Audit Firm shall in that event be given a notice of not less than *[insert no. of days]* days of such termination.
- 9.3 The Audit Firm 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 AUDIT FIRM**

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 OF  
.....2026 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  
OF .....2026 AND IN THE PRESENCE OF THE UNDERSIGNED  
WITNESSES

\_\_\_\_\_  
**AUDIT FIRM REPRESENTATIVE**

NAME AND SIGNATURE OF WITNESSES:

1. \_\_\_\_\_  
Name, Position and signature

2. \_\_\_\_\_  
Name, Position and signature