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(Lot 1. Principal Agent/ Architect, Lot 2. Quantity Surveyor, Lot 3 Electrical Engineer, Lot 4 Structural Engineer & Lot 5 Mechanical Engineer)

Procurement Reference: SC/RP/NFCPT-03/2024

BIDDER'S NAME:	
POSTAL ADDRESS:	
TEL/CELL NO:	
E-MAIL:	

Namibia Fish Consumption Promotion Trust (NFCPT), John Ovenstone street, Walvisbay. Telephone: +26464-278 700 Email: procurement@nfcpt.com.na

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#### Section 1: Letter of Invitation

#### Procurement Reference No: SC/RP/NFCPT-03/2024

#### 22 April 2024

Dear Sir/Madam

- 1. The Namibia Fish Consumption Promotion Trust invites consultants to provide the following consulting services: Consulting Services: Construction of Nkurenkuru Fish Shop (Principal Agent/Architect, Quantity Surveyor, Electrical, Structural & Mechanical), More details on the services are provided in the Terms of Reference.
- 2. This Request for Proposal (RFP) is open to all consultants who are registered with the respective below mentioned professional bodies;
  - Architects and Quantity Surveyors -Namibia Council for Architects and Quantity Surveyors and;
  - Engineers registered with the Engineering Counsel of Namibia.
  - Bidders in each lot should submit separate bids in their respective professions: Lot 1: Principal Agent/Architect Lot 2: Quantity Surveyor Lot 3: Electrical Engineer Lot 4: Structural Engineer Lot 5: Mechanical Engineer
- 3. Consultants will be selected under the **Quality and Cost Based Selection method** per lot, as per procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Namibia.
- 4. The RFP includes the following documents:
  - Section 1 Letter of Invitation Section 2 - Instructions to Consultants (including Data Sheet) Section 3 - Technical Proposal - Standard Forms Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference Section 6 - Standard Form of Contract
- 5. Please inform us in writing at the following address: <a href="mailto:procurement@nfcpt.com.na">procurement@nfcpt.com.na</a>, upon receipt:
  - (a) that you received the Letter of Invitation; and
  - (b) whether you will submit a proposal alone or in an association.

Yours sincerely,

Realista

Mr Riisto Kadhila Procurement Management Unit

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## Section 2 - Instructions to Consultants

#### **Definitions** "Client" means the Public Entity with which the selected (a) Consultant signs the Contract for the Services. "Consultant" means any entity or person that may provide or (b) provides the Services to the Client under the Contract. "Contract" means the Contract signed by the Parties and all the (c) attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices. "Data Sheet" means such part of the Instructions to Consultants (d) used to reflect specific country and assignment conditions. "Day" means calendar day. (e) "Government" means the government of the Republic of (f) Namibia. "Instructions to Consultants" (Section 2 of the RFP) means the (g) document which provides shortlisted Consultants with all information needed to prepare their Proposals. (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation is sent by the Client to the shortlisted Consultants. "Personnel" means professionals and support staff provided by (i) the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Namibia; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Namibia. "Proposal" means the Technical Proposal and the Financial (j) Proposal. (k) "Public Entity" has the same meaning as defined in the definition of Public Entity in the Public Procurement Act, 2015.

- (1) "RFP" means the Request For Proposal to be prepared by the Client for the selection of Consultants.
- (m) "Services" means the work to be performed by the Consultant

pursuant to the Contract.

- (n) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- **1. Introduction** 1.1 The Client named in the **Bidding Data Sheet** will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Bidding Data Sheet**.
  - 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Bidding Data Sheet**, for consulting services required for the assignment named in the **Bidding Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
  - 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Bidding Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the **Bidding Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
  - 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Bidding Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports.
  - 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to

assignments

Contract award, without thereby incurring any liability to the Consultants.

- Conflict of1.6The Government of the Republic of Namibia requires that<br/>Consultants provide professional, objective, and impartial<br/>advice and at all times hold the client's interests paramount,<br/>strictly avoid conflicts with other assignments or their own<br/>corporate interests and act without any consideration for<br/>future work.
  - 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
  - Conflicting (i) A firm that has been engaged by the client to activities provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its disqualified affiliates shall be from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example, exploratory surveys, drilling, aerial photography, and satellite imagery. Conflicting (ii) A Consultant (including its Personnel and Sub-
    - Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting а Client in the

Conflicting

relationships

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

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
- 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- No agency or current employees of the Client shall 1.6.3 work as Consultants under their own Public Entity(s). Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest When the Consultant nominates exists. anv government employee as Personnel in their technical must have written proposal, such Personnel certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

1.6.4 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services

Unfair Advantage related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

- Fraud and1.7It is the policy of the Government of Namibia to require PublicCorruption1.7It is the policy of the Government of Namibia to require PublicEntities, as well as consultants and their agents (whether<br/>declared or not), personnel, sub-contractors, sub-consultants,<br/>service providers and suppliers, observe the highest standard of<br/>ethics during the selection and execution of contracts.1 In<br/>pursuance of this policy, the Client:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
    - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;
    - (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
    - (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;

<sup>&</sup>lt;sup>1</sup> In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

<sup>&</sup>lt;sup>2</sup> "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes Public Entity staff and employees of other organizations taking or reviewing selection decisions.

<sup>&</sup>lt;sup>3</sup> A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

<sup>&</sup>lt;sup>4</sup> "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

<sup>&</sup>lt;sup>5</sup> "Party" refers to a participant in the selection process or contract execution.

- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client's investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 1.7.1 below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.
  - 1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by the Client.
- 1.7.2 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

Eligibility	1.8	(a) A firm or individual that has been sanctioned by the Government of the Republic of Namibia in accordance with the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Review Panel.
		(b)A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
		(c)A proposal from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter- American Development Bank Group and World Bank Group shall be rejected.
		Links for checking the ineligibility lists are available on the Procurement Policy Unit's website: www.mof.gov.na/procurement-policy-unit
		(d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
Eligibility of Sub-Consultants	1.9	In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.
Origin of Goods and Consulting	1.10	Goods supplied and Consulting Services provided under the Contract may originate from any country except if:
Services		(i) as a matter of law or official regulation, the Republic of Namibia prohibits commercial relations with that country; or
		<ul> <li>(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Namibia prohibits any imports of goods from that country or any payments to persons or entities in that country.</li> </ul>
Only one Proposal	1.11	Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including

individual experts, to only one proposal.

- Proposal The Bidding Data Sheet indicates how long Consultants' 1.12 Validity Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However, should the need arise; the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of the extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 2. Clarification 2.1 Consultants may request a clarification of any of the RFP and documents up to the number of days indicated in the Bidding Data Sheet before the proposal submission date. Any request Amendment of for clarification must be sent in writing, or by standard **RFP** Documents electronic means to the Client's address indicated in the Bidding Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
  - 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
  - 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
  - If a shortlisted Consultant considers that it may (a) enhance its expertise for the assignment by associating with other Consultants in a joint venture or subconsultancy, it may associate with either (a) nonshortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Bidding Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s). the shortlisted Consultant shall act as an association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
  - (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Bidding Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

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

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

#### (e) Bid Security

- (i) The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form as specified in the BDS.
- (ii) The Bid Securing Declaration shall be in the form of a signed

subscription in the Bid Submission Form.

- (iii)The Bid Security shall be in the amount/percentage **specified in the BDS** and denominated in Namibian dollars, and shall:
  - (a) be issued by a commercial bank operating in Namibia.
  - (b) be substantially in accordance with the forms of Bid Security included in Section 3, Technical Proposal Standard Forms;
  - (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 3.3(e)(vi) are invoked;
  - (d) be submitted in its original form; copies will not be accepted;
  - (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 1.12;
- (iv)Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 3.4(h), shall be rejected by the Purchaser as nonresponsive.
- (v) The Bid Security of unsuccessful bidders shall be returned as promptly as possible upon the successful Bidder signing of the contract.
- (vi)The Bid Security shall be forfeited or the Bid Securing Declaration executed:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Technical Proposal Submission Form; or
  - (b) if a Bidder refuses to accept correction of an error appearing on the face of the Bid; or
  - (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 6.5;
- (i) The Bid Security or Bid-Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the

	Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the Technical Proposal Submission Form mentioned in Section 3 "Technical Proposal Standard Forms," when submitting in an association.
	(ii) If a bid securing declaration is <b>required in the BDS</b> , and
	<ul> <li>(a) a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Technical Proposal Submission Form, except as provided in ITB 20.2;</li> </ul>
	(b) a Bidder refuses to accept the correction of an error appearing on the face of the Bid; or
	(c) the successful Bidder fails to: sign the Contract in accordance with ITB 6.5;
	the bidder may be disqualified by the Review Panel to be awarded a contract by any Public Entity for a period of time.
Technical Proposal Format and Content	3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The <b>Bidding Data Sheet</b> indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The following mandatory documentary evidence is required to accompany the Technical Proposal;
	<ul> <li>(i) have a valid company Registration Certificate;</li> <li>(ii) have an original/certified valid good Standing Tax Certificate;</li> </ul>
	(iii) have an original/certified valid good Standing Social Security Certificate;
	(iv) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
	(v) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide

#### to sub-clause 4.6 of the General Conditions of Contract if it is awarded the contract or part thereof; and;

#### (vi) Submit a Bid Securing Declaration

The Technical Proposal shall further provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

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

Section 3).

- (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
  - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staffmonths input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Bidding Data Sheet** specifies training as a specific component of the assignment.
- (h) the Bid Security or Bid-Securing Declaration, in

accordance with ITB Clause 3.3(e), as specified in the **Data Sheet**;

- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.
- Financial3.6The Financial Proposal shall be prepared using the attached<br/>Standard Forms (Section 4). It shall list all costs associated<br/>with the assignment, including (a) remuneration for staff<br/>(foreign and local, in the field and at the Consultants' home<br/>office), and (b) reimbursable expenses indicated in the<br/>Bidding Data Sheet. If appropriate, these costs should be<br/>broken down by activity and, if appropriate, into local<br/>expenditures. All activities and items described in the<br/>Technical Proposal must be priced separately; activities and<br/>items described in the Technical Proposal but not priced shall<br/>be assumed to be included in the prices of other activities or<br/>items.
- **Taxes**3.7The Consultant, other than Namibian nationals, may be<br/>subject to local taxes (such as value-added tax, social charges<br/>or income taxes on non-resident Foreign Personnel, duties,<br/>fees, levies) on amounts payable by the Client under the<br/>Contract. The Client will state in the **Bidding Data Sheet** if<br/>the Consultant is subject to payment of any local taxes. Any<br/>such amounts shall not be included in the Financial Proposal<br/>as they will not be evaluated, but they will be discussed at<br/>contract negotiations, and applicable amounts will be included<br/>in the Contract.
  - 3.8 Consultants must only express the price of their services in Namibian Dollars only.
  - 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.
- 4. Submission, Receipt, and Opening of Proposals
   4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 4.2 An authorized representative of the Consultants, **as specified in the Bidding Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Bidding Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the **Bidding** Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Procurement reference number and the name of the assignment, and with a warning "DO NOT OPEN WITH THE **TECHNICAL** PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE Bid Box located at NFCPT Head Office, John Ovenstone Street, Walvis Bay not later than 31 May 2024 at 2 p.m.

The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be a case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal nonresponsive.

- 4.5 The Proposals must be sent to the address/addresses indicated in the Bidding Data Sheet and received by the Client no later than the time and the date indicated in the Bidding Data Sheet, or any extension to this date in accordance with para.
  2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately

after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

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

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

- Evaluation of<br/>Technical5.2The Evaluation Committee shall evaluate the Technical<br/>Proposals on the basis of their responsiveness to the Terms of<br/>Reference, applying the evaluation criteria, sub-criteria, and<br/>point system specified in the Bidding Data Sheet. Each<br/>responsive Proposal will be given a technical score (St). A<br/>Proposal shall be rejected at this stage if it does not respond to<br/>important aspects of the RFP, and particularly the Terms of<br/>Reference or if it fails to achieve the minimum technical score<br/>indicated in the Bidding Data Sheet.
- Financial5.3Following the ranking of technical Proposals, when selection<br/>is based on quality only (QBS), the first ranked Consultant is<br/>invited to negotiate its proposal and the Contract in<br/>accordance with the instructions given under para. 6 of these<br/>Instructions.
- **Public Opening** 5.4 After the technical evaluation is completed the Client shall and Evaluation inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and of Financial shall notify those Consultants whose Proposals did not meet **Proposals** (only for OCBS, FBS, the minimum qualifying mark or were considered non and LCS) responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.

5.5 Financial Proposals shall be opened in the presence of the

Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.

- 5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost. Prices shall be evaluated as quoted in Namibian Dollars.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Bidding Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

- 6. Negotiations 6.1 Negotiations will be held on the date and at the address indicated in the **Bidding Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
  - Technical<br/>negotiations6.2Negotiations will include a discussion of the Technical<br/>Proposal, the proposed technical approach and methodology,<br/>work plan, and organization and staffing, and any suggestions<br/>made by the Consultant to improve the Terms of Reference.<br/>The Client and the Consultants will finalize the Terms of<br/>Reference, staffing schedule, work schedule, logistics, and<br/>reporting. These documents will then be incorporated in the<br/>Contract as "Description of Services". Special attention will<br/>be paid to clearly defining the inputs and facilities required<br/>from the Client to ensure satisfactory implementation of the<br/>assignment. The Client shall prepare minutes of negotiations<br/>which will be signed by the Client and the Consultant.
  - Financial 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax negotiations authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Republic of Namibia, and the manner in which it will be reflected in the Contract: and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
  - Availability of<br/>Professional6.4Having selected the Consultant on the basis of, among other<br/>things, an evaluation of proposed Professional staff, the Client<br/>expects to negotiate a Contract on the basis of the Professional<br/>staff named in the Proposal. Before contract negotiations, the<br/>Client will require assurances that the Professional staff will<br/>be actually available. The Client will not consider

candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

- **Conclusion of** 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.
- 7. Award of Contract
   7.1 The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for the award, subject to the satisfactory conclusion of negotiation.
  - 7.2 For contract above the prescribed threshold outlined in Section 55(4) of the Public Procurement Act, 2015, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other shortlisted consultants of its decision.
  - 7.3 For contracts not exceeding the prescribed threshold outlined in Section 55(4) of the Public Procurement Act, 2015, the client shall issue the Letter of Award.
  - 7.4 In the absence of an application for review by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant.
  - 7.5 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal <u>www.mof.gov.na/procurement-policy-unit</u> and the Client's website, the results of the RFP process identifying the:

(i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and

(ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to

in section 7.2.

- 7.6 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Bidding Data Sheet**.
- 8. Confidentiality 8.1 Information relating to the evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of the award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.
- **9. Debriefing** 9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing within 30 days from the award, and within 3 days from the date of receipt of a request from the unsuccessful consultant.

# **Instructions to Consultants – Bidding Data Sheet**

Paragraph Reference	
1.1	Name of the Client: Namibia Fish Consumption Promotion Trust Method of selection: Quality and Cost Based Selection Method
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: Consulting services for the new NFCPT fish shop in Nkurenkuru
1.3	A pre-proposal conference will be held: No The Client's representative is: Mr James Williams Address: NFCPT Head Office, John Ovenstone Street, Walvis bay. Telephone: <u>+</u> 26464-278 718/719. E-mail: <u>procurement@nfcpt.com.na</u>
1.4	The Client will provide the following inputs and facilities: <b>1.Letter of authorization to contact the local authority</b>
1.12	Proposals must remain valid <b>180 days</b> after the submission date.

2.1	Clarifications may be requested not later than 14 days before closing date.
	The address for requesting clarifications is: procurement@nfcpt.com.na
3.3 (a)	Shortlisted Consultants <b>not may</b> associate with other shortlisted Consultants:
<b>3.3</b> (b)	The estimated number of professional staff-months required for the assignment is: <b>6 Months</b>

3.4	The format of the Technical Proposal to be submitted is: <b>STP</b>
3.4 (g)	Training is a specific component of this assignment: No
<b>3.4</b> (h)	Bid security shall not be required
3.6	(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office;
	(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;
	(3) cost of office accommodation, investigations and surveys;
	(4) cost of applicable local communications such as the use of telephone and facsimile required for the purpose of the Services;
	(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;
	(6) cost of printing and dispatching of the reports to be produced for the Services;
	(7) other allowances where applicable and provisional or fixed sums (if any); and
	(8) cost of such further items required for purposes of the Services not covered in the foregoing.

3.7	subject to local taxatio		under the contract to be
	If affirmative, the Clie	ent will:	
	(a) Reimburse the Consultant on its		n direct taxes paid by the
4.2	to the bid. It may ind of a company or fro from a Director bein Attorney. The name and positiv be typed or printed b Note: The power of A	clude a delegation of powe m the CEO, himself holding a shareholder of a component on held by each person sign	mation and shall be attached or by resolution of the Board or power from the Board or pany or through a Power of ning the authorization must
		mined to a specific purpose.	
4.3		ubmit the original and one inal of the Financial Propos	
4.4 & 4.5	The Proposal submissi street. Walvis Bay	ion address is <b>NFCPT Hea</b>	nd Office, John Ovenstone
	Proposals must be sub 31 May 2024 @ 2 p.n	mitted not later than the fo	llowing date and time:
5.2 (b)	Evaluation Criteria	Criteria points (TOTAL 100 POINTS)	Bidders score
	Lot 1. Architect/ Team Leader		
	1. Responsiveness to the Terms of reference	30	
	Methodology and proposed technical approach	Understanding objectives of the assignment.5The methodology for carrying out the activities and obtaining the expected output.5Highlight the problems being addressed and their importance.5Explain the methodologies proposed and highlight the compatibility of those5	

2.	Work Plan Valid registration of	10	10		
2.	Valid registration of the Lead consultant with the Namibian Council of Architects and Quantity <u>Surveyor</u> Project Management		20		
5.	experience of Architect		20		
Expe	erience	Above 10 Years6 -10 years4 - 5 Years2 - 3 Years			20 16 12 8
4.	Experience of the firm as consulting	0 -1 Year	20	,	4
	Principal Agents operating in Namibia				
		Above 10 Years 6 -10 years		20 16	
	Experience	4 – 5 Years 2 – 3 Years		12 8	
5.	Key professional staff qualifications and competence for the assignment	0 -1 Year	20	4	
Team	leader/Project Manager Qualification (7)	Master's Degree/Higher Honours Degree Degree Diploma		7 6 5 3	
	Experience (13)	Above 10 Years           6 -10 years           4 - 5 Years           2 - 3 Years           0 -1 Year		13 10 5 3 1	

valuation Criteria	Criteria points (TOTAL 100 POINTS)		Bidders score	
ot 2. Quantity Surveyor				
1. Responsiveness to the Terms of reference	30			
Methodology and proposed technical	Understanding of the objectives of the assignment.	5		
approach	The methodology for carrying out the activities and obtaining the expected output.	5		
	Highlight the problems being addressed and their importance.	5		
	Explain the methodologies proposed and highlight the compatibility of those methodologies with the proposed approach.	5		
Work Plan		10		
2. Valid registration of the Lead consultant with the Namibian Council of Architects and Quantity Surveyor		20		
3. Experience of the firm as consulting operating in Namibia		3	)	
	Above 10 Years		30	
	6 -10 years		25	
Experience	4 – 5 Years		20	
r	2 – 3 Years		15	
	0 -1 Year		10	
4. Key professional staff qualifications and competence for the assignment		2	0	
Qualification	Master's Degree/Higher		7	
(7)	Honours Degree		6	
	Degree		5	
	Diploma		3	
Experience	Above 10 Years		13	
(13)	6 -10 years		10	
	4 – 5 Years		5	
			~	
	2 – 3 Years		3	

Evaluation Criteria	Criteria points (TOTAL 100 POINTS)		Bidders s
Lot 3. Electrical Engineer			
1. Responsiveness to the	30		
Terms of reference			
Methodology and	Understanding of the objectives	5	
proposed technical approach	of the assignment. The methodology for carrying	5	
approach	out the activities and obtaining	3	
	the expected output.		
	Highlight the problems being	5	
	addressed and their importance.		
	Explain the methodologies	5	
	proposed and highlight the		
	compatibility of those		
	methodologies with the proposed		
	approach.		
Work Plan		10	
2. Valid registration of		20	
the Lead consultant			
with the Engineering			
Counsel of Namibia			
3. Experience of the firm		30	
as consulting operating in Namibia			
	Above 10 Years		30
	6 -10 years		25
Experience	4 – 5 Years		20
	2 – 3 Years		15
	0 -1 Year		10
4. Key professional staff		20	
qualifications and			
competence for the assignment			
Qualification	Master's Degree/Higher		7
(7)	Honours Degree		6
• •	Degree		5
	Diploma		3
Experience	Above 10 Years		13
(13)	6 -10 years		10
	4 – 5 Years		53
	2 – 3 Years 0 -1 Year		3
	0-1 Ital		
TOTAL SCORE			I

Evaluation Criteria	Criteria points (TOTAL 100 POINTS)		Bidders s
Lot 4. Structural Engineer			
1. Responsiveness to the	30		
<b>Terms of reference</b>		1 1	
Methodology and	Understanding of the objectives	5	
proposed technical	of the assignment.		
approach	The methodology for carrying	5	
	out the activities and obtaining		
	the expected output.	5	
	Highlight the problems being addressed and their importance.	5	
	Explain the methodologies	5	
	proposed and highlight the	5	
	compatibility of those		
	methodologies with the proposed		
	approach.		
	-FF		r
Work Plan		10	
2. Valid registration of		20	
the Lead consultant			
with the Engineering Counsel of Namibia			
3. Experience of the firm		30	<b> </b>
as consulting operating			
in Namibia			
	Above 10 Years		30
	6 -10 years		25
Experience	4 – 5 Years		20
	2 – 3 Years		15
	0 -1 Year		10
4. Key professional staff		20	
qualifications and			
competence for the			
assignment			
Qualification (7)	Master's Degree/Higher		7
(7)	Honours Degree		6 5
	Degree Diploma	_	3
	Dipionia		5
Experience	Above 10 Years		13
(13)	6 -10 years		10
	4 – 5 Years		5
	2 – 3 Years		3
	0 -1 Year		1
TOTAL SCORE			

Evaluation Criteria	Criteria points (TOTAL 100 POINTS)		Bidders so
Lot 5. Mechanical Engineer			
1. Responsiveness to the	30		
<b>Terms of reference</b>			
Methodology and	Understanding of the objectives	5	
proposed technical	of the assignment.	~	
approach	The methodology for carrying out the activities and obtaining	5	
	the expected output.		
	Highlight the problems being	5	
	addressed and their importance.		
	Explain the methodologies	5	
	proposed and highlight the		
	compatibility of those		
	methodologies with the proposed		
	approach.		
Work Plan		10	
2. Valid registration of		20	
the Lead consultant			
with the Engineering			
Counsel of Namibia			
3. Experience of the firm		30	
as consulting operating			
in Namibia	Above 10 Years		30
	6 -10 years		25
	4 - 5 Years		20
Experience	2-3 Years		
			15
	0 -1 Year		10
4. Key professional staff qualifications and		20	
competence for the			
assignment			
Qualification	Master's Degree/Higher		7
(7)	Honours Degree		6
	Degree		5
	Diploma		3
Experience	Above 10 Years		13
(13)	6 -10 years		10
× -/	4 – 5 Years		5
	2-3 Years		3
	0 -1 Year		1

5.7	The formula for determining the financial scores is the following:	
	Sf = 100  x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.	
	The weights given to the Technical and Financial Proposals per lot: Technical = 70%, and Financial = $30\%$	

# Section 3. Technical Proposal - Standard Forms

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

Form TECH-1: Technical Proposal Submission Form	.35
Form TECH-2: Consultant's Organization and Experience	.36
A - Consultant's Organization	36
B - Consultant's Experience	37
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart	
Staff and Facilities to be Provided by the Client	.38
A - On the Terms of Reference	38
B - On Counterpart Staff and Facilities	. 39
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the	
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Form TECH-5: Team Composition and Task Assignments	.41
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff	.42
Form TECH-7: Staffing Schedule <sup>1</sup>	.44
Form TECH-8 Work Schedule	.45

# Form TECH-1: Technical Proposal Submission Form

# BIDDER SHOULD REPRODUCE AND SUBMIT A SIGNED TECHNICAL SUBMISSION FORM

22 April 2024

To: Namibia Fish Consumption Promotion Trust John Ovenstone Street Walvis Bay

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Consulting Services for Construction of Nkurenkuru Fish Shop,** in accordance with your Request for Proposal dated ......and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _	
Name and Title of Signatory:	
Name of Firm:	
Address:	

# Form TECH-2: Consultant's Organization and Experience

### **A** - Consultant's Organization

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

## **B** - Consultant's Experience

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

Assignment name:	Approx. value of the contract (in current N\$ equivalent):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N <sup>o</sup> of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current N\$ equivalent):
Start date (month/year): Completion date (month/year):	Nº of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of a senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your	staff within the assignment:

Firm's Name:

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

## **A** - On the Terms of Reference

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

## **B** - On Counterpart Staff and Facilities

Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Bidding Data Sheet including administrative support, office space, local transportation, equipment, data, etc.

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

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

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

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

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

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

fessional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

# Form TECH-5: Team Composition and Task Assignments

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

**1. Proposed Position** [only one candidate shall be nominated for each position]: 2. Name of Firm [Insert name of firm proposing the staff]: \_\_\_\_\_ 3. Name of Staff [Insert full name]: 4. Date of Birth: \_\_\_\_\_\_Nationality: \_\_\_\_\_\_ **5.** Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: 6. Membership of Professional Associations: \_\_\_\_\_ **7. Other Training** [Indicate significant training since degrees under 5 - Education were obtained]: **8.** Countries of Work Experience: [List countries where the staff has worked in the last ten years]: 9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: **10. Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]:	To [Year]:
Employer:	

Positions held: \_\_\_\_\_

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

## 13. Certification:

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

	Date:	
[Signature of a staff member or an authorized representative of the staff]	_	Day/Month/Year
Full name of the authorized representative:		

NIO	Nama - 6 64-66		Staff input (in the form of a bar chart)2Total staff-mont									h input					
N°	Name of Staff	1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total
Forei	ign																
1		[Home]															
1		[Field]															
2										-		+			-		
3							<b> </b>					+			-		
												1					
n																	
											Subto	tal					
Loca	1																
1		[Home]			<u> </u>										-		
1		[Field]															
2												<u> </u>			-		
_																	
										-		<b>+</b>	-		-		
n												<u> </u>			-		
		1		1	1	1	1	1	1	1	Subto	tal	1	1			
											Total						

# Form TECH-7: Staffing Schedule<sup>1</sup>

For Professional Staff the input should be indicated individually; for Support Staff, it should be indicated by category (e.g.: draftsmen, clerical staff, etc.). 1

Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work. Fieldwork means work carried out at a place other than the Consultant's home office. 2

3



Full-time input

Part-time input

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
IN .	Activity	1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

## Form TECH-8 Work Schedule

1 Indicate all main activities of the assignment, including the delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

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

Date:

Procurement Ref No.:

**To:** .....

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

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

(a) 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 the 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 the person whose name and capacity are shown]

Capacity of:

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

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

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

Dated on \_\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

Corporate Seal (where appropriate)

[Note\*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.] \*delete if not applicable/appropriate



Ministry of Labour, Industrial Relations and Employment Creation

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

#### 1. EMPLOYERS DETAILS

Company Trade Name:
Registration Number :
Vat Number:
Industry/Sector:
Place of Business:
Physical Address:
Tell No.:
Fax No.:
Email Address:
Postal Address:
Full name of Owner/Accounting Officer:
Email Address:

#### 2. PROCUREMENT DETAILS

Procurement Reference No.:
Procurement Description:
Anticipated Contract Duration:
The 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.

# Section 4. Financial Proposal - Standard Forms

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

Form FIN-1: Financial Proposal Submission Form	50
Form FIN-2: Summary of Costs	51
Form FIN-3: Breakdown of Costs by Activity <sup>1</sup>	52
Form FIN-4: Breakdown of Remuneration <sup>1</sup> (Time-Based)	53
Form FIN-5: Breakdown of Reimbursable Expenses <sup>1</sup> (Time-Based)	54

## Form FIN-1: Financial Proposal Submission Form

22 April 2024

To: Namibia Fish Consumption Promotion Trust John Ovenstone Street Walvis Bay

Dear Sir/Madam:

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

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

Name and Address of Agents	Amount in Namibian Dollars	Purpose of Commission or Gratuity
We understand you are not be	ound to accept any Proposal yo	ou receive.
We remain,		
Yours sincerely,		
Name and Title of Signatory:	and initials]:	

## Form FIN-2: Summary of Costs

Item	Costs [In Namibian Dollars]
Total Costs of Financial Proposal <sup>1</sup> Excluding VAT	
VAT amount	
Total Inclusive VAT	

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

Bidder to provide cost/financial breakdown of total proposal sum as per FIN 3 document.

## Form FIN-3: Breakdown of Costs by Activity<sup>1</sup>

<b>Group of Activities (Phase):</b> <sup>2</sup>	<b>Description:</b> <sup>3</sup>				
	Costs				
Cost component	In Namibian Dollars (N\$) <sup>4</sup>				
Remuneration <sup>5</sup>					
Reimbursable Expenses <sup>5</sup>					
Subtotals					

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

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>	<b>Input</b> <sup>5</sup> (Staff-months)	[Namibian Dollars] <sup>6</sup>
Foreign Staff			(2 turi monuis)	
		[Home]		
		[Field]		
Local Staff				
		[Home]		
		[Field]		
			Total Costs	

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

Form FIN-4: Breakdown of Remuneration<sup>1</sup> (Time-Based)

1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

4 Indicate separately staff-month rate and currency for home and field work.

5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

6 Use the same columns and currency of Form FIN-2. For each staff indicate the remuneration in the column of the currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

( <b>T</b>	(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)								
$\mathbf{N}^{\circ}$	<b>Description</b> <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Namibian Dollars] <sup>4</sup>				
	Per diem allowances	Day							
	International flights <sup>5</sup>	Trip							
	Miscellaneous travel expenses	Trip							
	Communication costs between [Insert place] and [Insert place]								
	Drafting, reproduction of reports								
	Equipment, instruments, materials, supplies, etc.								
	Shipment of personal effects	Trip							
	Use of computers, software								
	Laboratory tests.								
	Subcontracts								
	Local transportation costs								
	Office rent, clerical assistance								
	Training of the Client's personnel <sup>6</sup>								
		sts							

# Form FIN-5: Breakdown of Reimbursable Expenses<sup>1</sup> (Time-Based)

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

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

3 Indicate unit cost and currency.

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

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

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

## **Consultant's Representations Regarding Costs and Charges**

(Expressed in Namibian Dollars)

Perso	onnel	1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home	Office								
Fie	eld								

1. Expressed as a percentage of 1

2. Expressed as a percentage of 4

## Section 5. Terms of Reference

#### BACKGROUND

The Trust has been operating the Nkurenkuru Fish Shop in a rented space at Zangata Complex since 1 July 2018. However, the current structure has posed challenges concerning design, health, safety, and suitability for the operational requirements. As a result, there is a recognized need to construct a permanent structure that can adequately cater to the Trust's needs and serve the community of the Kavango West region.

#### SCOPE

The objective of the project is to appoint a team of consultants, including an architect/principal agent, structural/civil engineer, electrical engineer, mechanical engineer, and quantity surveyor, to facilitate the comprehensive planning and design phase for the NFCPT Nkurenkuru Fish Shop project.

The responsibilities of these consultants include:

- Preparation of a master plan for the NFCPT Nkurenkuru building.
- Developing layouts for proposed infrastructure and site development works.
- Creating detailed designs for electrical, water supply, and sanitation systems.
- Producing drawings for all designs, including technical specifications.
- Compiling a comprehensive Bill of Quantities (BOQ), and cost estimates, including rate analysis for the entire project.
- Obtaining necessary design approvals for construction from the town council or relevant authorities.

#### **Basic requirements for the building:**

- 1 x Customer service area equipped with a cashier counter, a wall cabinet for canned fish.
- 1 x Office.
- Appropriate provision for air-conditioning
- 1 x Fish processing area equipped with concrete processing tables and a storeroom with metal shelves.
- 1 x Canteen equipped with built-in cupboards, a sink.
- 1 x Laundry room, including a separate clothes drying area.

- 2 x Staff ablution facilities (male and female), equipped with a shower, toilet, wash basin, and urinal (male).
- Hot & Cold water supply
- 1 x Storeroom equipped with metal shelving and an extractor fan.
- 1 x Built-in freezer room with a 30-ton capacity.
- 1 x Veranda at the entrance to the fish shop/customer waiting area.
- 1 x Permanent wheelchair ramp at the entrance to the fish shop.
- 1 x Receiving/dispatch area with a dedicated entrance/driveway.
- Replace the existing fence with a 2-metre-high boundary wall.
- Shaded parking area for staff, including a marked disabled parking bay.
- Customer parking area delineated by surface markings, including a disabled parking bay.
- Appropriate interlock paving (standard & heavy duty) of the entire building's outdoor area.

## Scope of work

The scope of the work to be undertaken by the consulting firm includes the following:

- 1. Conduct a site survey and develop a site layout for the NFCPT Nkurenkuru Fish Shop.
- 2. Architectural drawing including complete sets of sewerage and plumbing facilities.
- 3. Structural drawing with complete detailing and bar bending schedule.
- 4. Electrical drawing, including a complete cable connection from nearby electric power pole and, if necessary, a transformer.
- 5. Detailed cost estimates and rate analysis in terms of professional fees, where needed.
- 6. Obtaining approval from the relevant authorities for the building plan.

## It shall be the responsibility of the consulting firm to:

- 1. Carry out the physical verification of the site for assessing the scope of work; and
- 2. Conduct necessary tests to determine the design parameters.

## Scope of Consultancy Services:

The services to be provided by the consultant will include, but not limited to the following:

## a) Site Investigation and Survey Works:

i. Prospective consulting firms should visit the proposed site at their own cost to familiarise themselves with the existing site conditions.

ii. A detailed survey should be carried out, showing all the topographical features that may be required for the purpose of design. Identification and surveying of appropriate water sources for the building.

## b) Soil Investigation:

- i. All pre-requisite studies, such as site studies, surface studies, investigations, tests, collection of data (adequate trial pits), etc. should be carried out in the structural design before the detailed design of building structures.
- ii. The consultant has to dig an adequate number of pit holes at various sites as per the infrastructure location to obtain details of the soil conditions adequate for the proper design of the buildings.
- iii. The location and depth of holes may be decided in close coordination with the departmental town council.

### c) Detail Drawing for the Building and other Infrastructure

- i. The drawing should be done in an appropriate style and scale suitably fixed so that they are easily readable at site or at office.
- ii. Adequate number of drawings should be produced to appropriate represent all the necessary details.
- iii. The detail design should conform to the requirements of the client. The consultants are required to propose necessary changes considering the site conditions and their expertise and experience

## d) Bill of Quantities

- i. The BOQ should be explicit, covering all items of work. It should be as exhaustive as possible to avoid changes, additions, deletions, and substitutions during execution and, as a result, undesired disputes and claims.
- ii. The BOQ should include detailed technical and material specifications. One copy of the Technical Specifications shall be submitted to the NFCPT office for comments and suggestions before making the required number of copies.
- iii. The quantities should be calculated as accurately as possible to avoid unnecessary variations during the execution of the work.
- iv. The availability of materials may also be specified for those that are unique. Materials may be suggested to suit the climatic conditions of the building location.

#### e) Rate Analysis & Cost Estimates

i. The cost estimates should be properly worked out to indicate the approximate cost of the entire project. It should be supplemented with a rate analysis, where necessary.

ii. The cost estimates should be treated as highly confidential.

## Key Personnel Required:

The consulting firm shall engage the following key personnel, whose CV and experience shall be evaluated:

## i) Architect / Principal Agent

- ii) Structural/Civil Engineer
- iii) Electrical Engineer
- iv) Mechanical Engineer
- v) Quantity Surveyor

All key personnel must be registered with their respective professional councils and meet the minimum eligibility requirements outlined below:

## i. Architect/ Principal Agent

- a) Must have at least Bachelor's Degree/ Diploma in Architecture from a reputable tertiary institution.
- b) Must have at least 5 years of experience in building design work and construction project supervision.
- c) Must be fluent in spoken and written English.

## ii. Structural/Civil Engineer

- a) Must have at least a Bachelor's Degree/Diploma in Civil Engineering.
- b) Must have at least 5 years of experience in supervising building work.
- c) Must be fluent in spoken and written English.

## iii. Mechanical Engineer

- a) Must have at least a Bachelor's Degree/Diploma in Mechanical Engineering.
- b) Must have at least 5 years of experience in supervising mechanical work.
- c) Must be fluent in spoken and written English.

## iv. Electrical Engineer

- a) Must have at least a Bachelor's Degree in Electrical Engineering.
- b) Must have at least 5 years of experience in supervising electrical work.
- c) Must be fluent in spoken and written English.

## v. Quantity Surveyor

- a) Must have at least a Bachelor's Degree in Quantity surveying.
- b) Must have at least 5 years of experience in quantity surveying.

c) Must be fluent in spoken and written English.

The consulting firm should submit detailed references to previous similar work (both by the firm and key personnel), detailed curriculum vitae (CV), qualifications and experience certificates, and the letter of commitment of the proposed consulting engineers.

Only the aforementioned five key personnel's qualifications and experience records, and so on, would be evaluated for uniformity. The firm shall be disqualified if the qualifications, experience certificates, and letters of commitment of the consulting engineers are not enclosed.

### Services and Facilities for the Consultant:

The consultant will be provided with a copy of the plot layout for the purpose of preparing layout plans, designs, and drawings. For the purpose of preparing a detailed design and layout, the consultant will have to carry out a detailed survey of the site on its own and shall take full responsibility for the accuracy of the data collected.

#### **Reports and Documents:**

The consulting firm shall be required to submit and present the following reports to the client for review and approval:

- ✓ Preliminary drawings (the client will provide the plot layout)
- ✓ Architectural drawings with complete details
- ✓ Plumbing drawings
- ✓ Drainage and sanitation drawings
- ✓ Electrical drawings
- ✓ Telephone line layout drawings
- ✓ Structural drawings with complete details
- ✓ Structural analysis and design calculations
- ✓ Design and drawing of electrification
- ✓ Design and drawing of water supply
- ✓ Mechanical drawings
- ✓ Details of measurement and abstract of estimated cost and BOQ
- ✓ Building permits and design approvals from concerned authorities