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PO Box 5096  
Ausspannplatz  
Windhoek



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**A world class regulator of a vibrant, diversified and sustainable crop industry**

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# **Request for Proposal for the development of a 5-year Crop Value Chain Strategy and Implementation Plan**

**Procurement No: CS/RP/NAB-001/2022/2023**

**NAMIBIAN AGRONOMIC BOARD**  
PO Box 5096  
Windhoek  
Tel: 061 – 379 500  
Fax: 061- 225 371

# LETTER OF INVITATION

Dear Sir/Madam,

## SUBJECT: 5 YEAR CROP VALUE CHAIN STRATEGY AND IMPLEMENTATION PLAN

1. You are hereby invited to submit a technical and financial proposal for consultancy services required under CS/RP/NAB-001/2022/2023 for the NAB, which could form the basis for future negotiations and ultimately, a contract between you and the NAB.
2. **The purpose of this assignment is to:**
  - a) Define a consultative process and mechanism for the preparation of the Crop Value Chain Strategy and Implementation Plan, taking into consideration the involvement of key stakeholders in the public and private sectors, at both national and local levels.
  - b) Organize and conduct consultations, meetings, interviews, and brainstorming sessions with various stakeholders in the agronomic and horticulture industry as well as allied sectors to produce inputs, ideas, opinions, and recommendations on the goals and objectives, strategies, and action plan.
  - c) Identify strategic initiatives and activities the NAB needs to prioritize and implement to support the development of the crop value chain in Namibia.
  - d) Identify strategic initiatives as priorities as well as activities that the NAB should be engaged in and implement to achieve regional/ global competitiveness and an integrated approach to ensure sustainable agronomy and horticulture development.
  - e) Identify the capacity constraints that shall affect the NAB from fulfilling its mandate and recommend appropriate counter measures in the implementation of the crop value chain strategy and implementation plan.
  - f) Develop and formulate, in consultation with the NAB and the crop industry the overall crop sector vision as well as strategic initiatives that shall guide the implementation of priority areas.
  - g) Identify strategic projects that need to be prioritized by potential investors in each production zone (seven production zones e.g. Kavango, Zambezi, Karst, North Central, Central, South, and Orange River zones) as part of the crop sector vision and green economy from the crop perspectives in the drive for sustainable development of crop value chain in Namibia.
  - h) Prepare an action plan or roadmap on the various components of the initiatives and activities.
  - i) Cost the strategy through its strategic initiatives that are proposed and recommend funding sources to implement the plan.
  - j) The strategy will include a Monitoring and Evaluation framework across the different stages during the implementation.
  - k) Present the draft and final Crop Value Chain Strategy and Implementation Action Plan to the NAB and relevant stakeholders.

**3. The following documents are enclosed to enable you to submit your proposal:**

- a) The Terms of Reference (TOR) [Annexure 1];
  - b) Supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 2]; and
  - c) A sample format of the Service Contract under which the service will be performed [Annexure 3]
4. Any request for administrative or technical clarification should be forwarded in writing via email to the contact persons indicated in the bid advert. Request for clarifications should be received 14 days before the deadline set for submission of proposals.
5. The Government of the Republic of Namibia requires that bidders/ suppliers/ contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts. Consultants are advised to consult the website of the Procurement Policy Office: [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit) to acquaint themselves with the legislation related to public procurement in the Republic of Namibia.

**6. Eligibility**

- a) A consultant that is under a declaration of ineligibility by the Government of Namibia following applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group, and World Bank Group shall be rejected.
- c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/ international agency or any termination of the contract for unsuccessful completion of the assignment, giving adequate details to enable a fair assessment.

**7. Submission of Proposals**

The proposals shall be submitted in two separate envelopes, namely Technical and Financial Proposal, and should follow the form given in Annexure 2 - "Supplementary Information for Consultants". **The proposals must be deposited into the bid box on or before:**

**Closing date:** 31<sup>st</sup> May 2022, at 11H00 am, and the proposal should be delivered at the Namibian Agronomic Board (NAB), Agricultural Board's Building, 30 David Meroro Road, Windhoek, Namibia.

**Proposals should not be forwarded by electronic mail.**

The NAB will acknowledge receipt of applications received and this will be done in an email. Candidates or applicants who do not receive any feedback within two (2) weeks of the deadline should consider their application as unsuccessful.

**8. Deciding Award of Contract**

Qualification and experience of the consultants shall be considered as the paramount requirement and the lead consultant should at least have a master's degree in a crop-related field. The consultants should obtain at least an **overall score of 80%** and above for the proposals and other aspects i.e. technical proposal, financial proposal, methodology, and project team credentials, in order to be considered for this tender, based on the evaluation criteria given in section 11 of the Terms of Reference. Financial proposals should be structured as per (Form F-4) in the bid submission form.

**Rights of a Public Entity**

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

**9. Duration of Assignment**

It is estimated that the duration of the assignment shall be for 60 days. You should base your financial proposal on these figures, indicating man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in the office outside Namibia should be indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

**10. Validity of Proposal**

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

**11. Commencement date of Assignment**

Assuming that the contract can be satisfactorily concluded in 7 days, you will be expected to take up/commence with the assignment as soon as possible.

## **12. Tax Liability**

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

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

## **13. Insurance**

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

## **14. Confirmation of Invitation to submit the proposals**

We should appreciate it if you would inform us by facsimile:

- a) Your acknowledgment of the receipt of this Letter of Invitation within 5 days; and
- b) Further indicate whether or not you will be submitting the proposal.

## **15. The NAB would like to thank you for considering this invitation for the submission of proposals.**

**Kind Regards,**

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**Dr. Fidelis Nyambe Mwazi (PhD)**  
**Chief Executive Officer**

## **Enclosures:**

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed

## ANNEXURE 1

### TERMS OF REFERENCE (TOR)

#### CONSULTANCY TO DEVELOP A CROP VALUE STRATEGY AND IMPLEMENTATION PLAN 2022 - 2027

Consultancy reference number: **CS/RP/NAB-001/2022/2023**

#### 1. GENERAL INFORMATION

**Work Description:** Development of a *Crop Value Chain Strategy and Implementation Plan (CVCSIP) – 2022 - 2027* for the Namibian Agronomic Board.

**Post Title:** Consultant or Team of Consultants

**Duration:** 60 Days

**Expected Start Date:** Immediately after signing the service level contract

#### 2. BACKGROUND

The Namibian Agronomic Board (NAB) is a statutory body governed by the Agronomic Industry Act, Act 20 of 1992. The NAB is mandated to promote the agronomic industry and to facilitate the production, processing, storage, and marketing of controlled agronomic and horticulture products in Namibia.

In 2019, the NAB developed five years a Strategic Plan for 2019/20 to 2023/24 followed by an Integrated Strategic Business Plan (ISBP) 2020/21 – 2024/25, and these documents are the blueprint for the NAB in fulfilling its statutory functions. These Strategic Plans are already aligned with the Public Enterprise Governance Act, (Act 1 of 2019) and National Development Plan 5 (NDP 5) as well as the Harambe Prosperity Plan II (HPPII). Therefore, the formulation of the Crop Value Chain Strategy and Implementation Plan will not start 'from scratch' but is to be based on what is already planned under our national development plans and sector-specific plans of the Ministry of Agriculture, Water, and Land Reform (MAWLR). At the same time, the crop value chain strategy is aimed at complementing the National Agriculture Investment Plan (NAIP) specifically concerning the crop subsector.

Furthermore, the vision of the NAB is to become "A world-class regulator of a vibrant, diversified and sustainable crop industry", and thus agronomy and horticulture development is one of the strategic high-level priority areas stated in our ISBP. The target of the ISBP is to achieve a 60% local production of both agronomic and horticultural products by 2025 to reduce dependency on imports, which currently stand at 70% for both agronomic and horticultural products while at the same time increasing export.

Therefore, to ensure that the crop sub-sector contributes optimally to economic growth and food security as part of the growth at home strategy, there is a need for the NAB to develop a coherent Crop Value Chain Strategy and Implementation Plan (CVCSIP). There are many efforts and initiatives ongoing to support the crop sub-sector, however, these efforts could be improved and better coordinated to synergize efforts undertaken by different stakeholders.

### 3. OBJECTIVE

The specific objectives of the consultancy include:

- a) To evaluate the performance of the crop industry with a view of identifying challenges and bottlenecks that affects their operations and priority areas of strategic importance for intervention.
- b) Develop a Five-Year Crop Value Chain Strategy and Implementation Plan, with a specific strategic initiative, industry-based Key Performance Indicators, timeframe, annual budgets, annual targets, and annual plans that translate the Strategy into specific actions for easy implementation; and
- c) Prepare a Monitoring and Evaluation Framework for monitoring the implementation of the Strategic plan.

### 4. SCOPE OF WORK

The overall objective of this assignment is to develop a comprehensive Crop Value Chain Strategy and Implementation Plan – 2022 to 2027 that will assist the NAB to facilitate the development and promotion of the crop industry by focusing on every aspect of the crop value chain i.e. production, processing, storage, and marketing. The Crop Value Chain Strategy and Implementation Plan will focus on the development of the three main categories of agronomic and horticultural crops i.e. grains, vegetables, and fruits.

The Consultant(s) tasks shall include the following:

1. Define a consultative process and mechanism for the preparation of the Crop Value Chain Strategy and Implementation Plan as well as the Monitoring and Evaluation Framework taking into consideration the involvement of key stakeholders in the public and private sectors, at both national and local levels.
2. Organize and conduct consultations, meetings, interviews, and brainstorming sessions with various stakeholders in the agronomic and horticulture industry as well as allied sectors to produce inputs, ideas, opinions, and recommendations on the goals and objectives, strategies, and actions for Plan.
3. Identify strategic initiatives and activities the NAB needs to prioritize and implement to support the development of the crop value chain in Namibia.
4. Identify strategic initiatives as priorities as well as activities that the NAB should be engaged in and implement to achieve regional/ global competitiveness and an integrated approach to ensure sustainable agronomy and horticulture development.
5. Identify the capacity constraints that shall affect the NAB from fulfilling its mandate and recommend appropriate counter measures in the implementation of the crop value chain strategy.
6. Develop and formulate, in consultation with the NAB and the crop industry the overall crop sector vision as well as strategic initiatives that shall guide the implementation of priority areas.
7. Identify strategic projects that need to be prioritized by potential investors in each production zone (seven production zones e.g. Kavango, Zambezi, Karst, North Central, Central, South, and Orange River zones) as part of the crop sector vision and green economy from the crop perspectives in the drive for sustainable development of crop value chain in Namibia.
8. Prepare an action plan or roadmap on the various components of the Plan.
9. Cost the strategic plan through its strategic initiatives proposed and recommend funding sources to implement the plan.

10. The strategy will include a Monitoring and Evaluation framework across the different stages during the implementation.
11. Present the draft and final Crop Value Chain Strategy and Implementation Plan to the NAB and relevant stakeholders.

## **5. REQUIREMENTS**

The consultant or team of consultants shall meet the following minimum requirements:

### **6.1 Academic qualifications:**

Master's degree in Crop Science, Agriculture, Agricultural Economics, Agro-Business, Agro-Food Development, Strategic Planning/ Management, Business Administration, or other related fields. A PhD related to these fields will be an advantage.

### **6.2 Years of experience:**

- At least five (5) years of relevant demonstrated experience in the development of organizational and programmatic-related strategic plans through the consultative process involving various stakeholders such as farmers, traders, processors, government institutions, development partners, etc.
- Relevant experience in carrying out assessments in the fields of agro-food development, agro-business, and value chain development: at least 3 years.
- Experience in working with national and local farmers, traders, processors, input suppliers, financial institutions, government institutions, and other stakeholders in the agro-food sector.
- Experience in supporting organizations in the formulation of strategic plans in the agricultural field, be it in the public or private sector.
- Demonstrated understanding of the global agriculture (crop) industry and trends in the context of Namibia and the Southern Africa Development (SADC) region.

### **6.3 Competencies:**

- Established knowledge about strategic planning and agricultural value-chain development.
- Proven strong oral and written communication skills.
- Good communication skills and stakeholder engagement competencies.
- Ability to work under pressure, meet deadlines and handle multiple tasks simultaneously and accurately.
- Produces quality outputs in a timely manner when assigned a given task.
- Listen actively, acknowledging and responding constructively to other points of view.
- Analytical and conceptual research ability.
- Demonstrated integrity and ethical standards.
- Ability to act professionally and flexibly to engage with the private sector, government officials, and development partner representatives.

### **6.4 Language Requirements:**

Excellent spoken and written English.

## **6. EXPECTED OUTPUTS, DELIVERABLES, AND DURATION**

The consultant(s) is required to use a participatory approach and process to ensure ownership of the Strategic Plan by the industry. It is expected that data will be analyzed using a rigorous and transparent analysis framework, summarized, and presented to NAB to aid in the prioritization of strategic directions.



## 6.1 The key deliverables of this assignment include.

- a) Submit a final inception report on the assignment within 5 workdays of the signing of the contract detailing the understanding/ interpretation of the TORs; the methodology of carrying out the assignment; work plan and implementation schedule as agreed upon with the NAB.
- b) Submit an evaluation report on the industry's performance within 10 workdays of submitting and approval of the inception report, detailing the industry's performance, challenges, and bottlenecks that affect its operations.
- c) Submit a draft Crop Value Chain Strategy and Implementation Plan within 30 workdays of signing the contract, including the facilitation of brainstorming sessions and validation workshops with different industry players, including members of the National Horticulture Advisory Committee (NHAC) and the National Agronomy Advisory Committee (NAAC).
- d) Final Crop Value Chain Strategy and Implementation Plan within 15 days after validation workshop.

## 7. TIMELINES FOR THE ASSIGNMENT

The assignment is expected to be completed within (sixty) 60 Working days months of the contract signature.

ACTIVITY	DEADLINE
Selection of the consultant/ team of consultants	14 workdays after the deadline for submitting the application
Inception report, Meeting, and agreed final work methodology	5 workdays after contract Signing
An evaluation report on the industry's performance	10 workdays after inception meeting
Draft Crop Value Chain Strategy and Implementation Action Plan	30 workdays after evaluation report
Final Crop Value Chain Strategy and Implementation Action Plan	15 workdays after the validation workshop

## 8. IMPLEMENTATION AND ARRANGEMENTS

The consultant will be recruited under the NAB terms and conditions in line with the procurement Act and undertake the assigned tasks and responsibilities under the direct supervision of NAB. Regarding administration and coordination of the work', NAB will provide the necessary support. The consultant is required to be a team player with the ability to maintain a good working relationship with NAB staff and stakeholders. The NAB will cover the cost of developing the Strategic plans, which will include the action plan.

### 8.1 CONSULTANT/ TEAM OF CONSULTANTS:

- Perform the tasks part of this consultancy with professionalism and in a timely manner, according to a calendar agreed with, based on the deadlines established in these TORs.
- Provide the deliverables established in these TORs.

### 8.2 REPORTING

Upon contract award, the Consultant shall provide NAB with a proposed consultancy work plan covering all the activities described in this document, a detailed list of tasks, and an implementation schedule.

NAB will revise the above and comment if necessary, within 3 workdays, once agreed upon, the new plan shall be adopted and shall form the basis for project supervision and monitoring.

**9. BUDGETS** A consultancy budget covering all the possible consultancy costs will be developed by the External Consultant and shared in the financial proposal. This will be reviewed by the NAB Team to find out whether it is within the budget of the project and discussed accordingly. The budget developed shall be limited to allocated funds in the approved NAB budget.

## 10. DOCUMENTS

The consultant shall be provided with the necessary documents, though the consultant is also expected to review other secondary data and national documents and reports.

## 11. EVALUATION CRITERIA

Criteria	Scoring %
<b>Technical proposal</b> <ul style="list-style-type: none"> <li>Detailed work plan with timelines to formulate a Crop Value Chain Strategy and Implementation Plan (10 %).</li> <li>A comprehensive insight on the understanding and scope of work in line with the Agronomic Industry Act, NAB Strategic Plan, Integrated Strategic Business Plan, Vision 2030, NDP 5, Harambee Prosperity Plan (II), NAIP (10%).</li> <li>Demonstrate crop (horticulture and agronomy) industry background with five (5) years' experience, documentary evidence required (10%).</li> <li>Verifiable track record on strategy formulation five (5) references to be attached (10%).</li> </ul>	<b>40%</b>
<b>Financial Proposal</b> <ul style="list-style-type: none"> <li>The breakdown of the financial proposal to formulate the NAB Crop Value Chain Strategy and Implementation Plan, as per Form F-4 (10%).</li> </ul>	<b>10%</b>
<b>Methodology</b> <ul style="list-style-type: none"> <li>A detailed description of the methodology and timelines for strategic planning (5 %).</li> <li>Detailed framework in evaluating the outdated strategic plan (5%).</li> <li>Methodology to draft the strategic plan (5%).</li> <li>Adequacy of the work breakdown/structure project assignment (5%).</li> </ul>	<b>20%</b>
<b>Project team credentials</b> <ul style="list-style-type: none"> <li>Experience level of the main consultant, at least five years (10%).</li> <li>Qualifications and experience of the team (lead consultant should at least have a master's degree in the crop-related field)/personnel in strategy formulation (10%).</li> <li>Demonstrate an agriculture background in strategy formulation or equivalent (10%).</li> </ul>	<b>30%</b>

## 12. SUBMISSION OF PROPOSAL

Interested individuals/ consultants must submit the following documents/ information (in one single document) to demonstrate their interest and ability to undertake the assignment.

- a) **Technical proposal:** Brief description of why the individual/ consultants consider him/herself as the most suitable for the assignment. Should indicate the methodology - how they will approach and complete the assignment.
- b) **Financial proposal:** Detailed breakdown that indicates the all-inclusive costs needed to achieve the deliverables (transport, professional fees, communication, consumables, living allowances, etc.) including the organization of the planning meetings and validation workshop.
- c) **Personal CV** of lead consultant and other team members detailing all past experience from similar projects, as well as the contact details (email and telephone number) of the candidate and at least two (2) professional references.
- d) The proposals of the consultant shall be submitted in two separate envelopes, namely Technical and Financial Proposals, and should follow the forms given in annexure 2 - "Supplementary Information for Consultants". **The proposals must be deposited into the bid box on or before:**  
**Closing date:** 31<sup>st</sup> May 2022, at 11H00 am, and the proposal should be delivered at the Namibian Agronomic Board (NAB), Agricultural Board's Building, 30 David Meroro Road, Windhoek, Namibia.
- e) Proposals should not be forwarded by electronic mail.
- f) The NAB will acknowledge receipt of applications received and this will be done in an email.
- g) Candidates or applicants who do not receive any feedback within two (2) weeks of the deadline should consider their application as unsuccessful.

-----END-----

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E-mail: [Zita.Nghilengwa@nab.com.na](mailto:Zita.Nghilengwa@nab.com.na)  
Website: [www.nab.com.na](http://www.nab.com.na)

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Postal address:  
PO Box 5096  
Ausspannplatz  
Windhoek

## **ANNEXURE - 2**

### **SUPPLEMENTARY INFORMATION FOR CONSULTANTS**

#### **Proposals**

1. Proposals should include the following information:

**a) As required in terms of section 50 (1) of the Public Procurement Act, 2015**

- i. Company Registration Documents.
- ii. A valid Good Standing with the Receiver of Revenue;
- iii. A valid Good Standing with Social Security Commission;
- iv. A valid 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.

*NB// Failure to attach the above documents will result in automatic disqualification from the bidding process.*

**a) Technical Proposal**

- i. Curriculum Vitae of Consultant (Form F-2).
- ii. An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
- iii. Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- iv. A description of how the Consultant would plan to execute the work.
- v. The Consultant's comments, if any, on the data, services, and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).

**b) Financial Proposal**

- i. The financial proposal should be given in the form of a summary of the Contract estimate (Form F- 4).

#### **NOTE:**

- The proposals shall be submitted in 1 (one) original and (three) 3 *copies*.
- Furthermore, only the consultant who obtains an overall score of 80% and above will be considered for award, as outlined in section 11 of the Terms of Reference.

**Contact Details:**

Tel office: +264 61 379 500  
Fax office: +264 61 225 371  
E-mail: nabdesk@nab.com.na  
Website: www.nab.com.na

**Physical address:**

Agricultural Boards' Building  
30 David Hosea Meroro Road  
Windhoek  
Namibia

**Postal address:**

PO Box 5096  
Ausspannplatz  
Windhoek  
Namibia

**ANNEXURE 3****CONTRACT No. CS/RF/NAB-001/2022/2023****CONSULTANCY SERVICE CONTRACT****BETWEEN****NAMIBIAN AGRONOMIC BOARD****AND****[INSERT CONSULTANT NAME]**

NAMIBIAN  
AGRONOMIC BOARD

*Our Vision: "A world class regulator of a vibrant, diversified & sustainable crop industry"*

**Board of Directors:**

Mr. Michael Iyambo (Chairperson)  
Dr. Marina Muller (Vice-Chairperson)  
Mr. Jason Emvula (Member)  
Ms. Elina Kalundu (Member)

Mr. Tarcisius Shingundu (Member)  
Mr. Hubertus Hamm (Member)  
Ms. Wilhelmina Handunge (Member)

Ms. Ferdina Inkono (Member)  
Mr. Ludie Kolver (Member)  
Mr. Lukas Mbangu (Member)

Mr. Leon Nel (Member)  
Ms. Josephine Fugre (Member)  
Ms. Joyceline kangotue (Member)

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**THIS SERVICE CONTRACT** entered into this [date], between the [Namibian Agronomic Board] [hereinafter called the "Public Entity"] and [insert consultants name] (hereinafter called the "Consultant").

**WITNESS THAT:**

**WHEREAS** the Public Entity has determined the need to procure the services described, implied or

referred to in this Contract, subject to the terms and conditions hereinafter set forth;

**WHEREAS** the Consultant represents and affirms that he/she possesses the requisite experience,

qualifications, capability, and skill to perform the said services;

**NOW THEREFORE** the parties hereto have agreed as follows:

**ARTICLE I**

**SCOPE OF SERVICES**

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as Annex 1 to the present Contract. The Terms of Reference shall form an integral part of this Contract.

**ARTICLE II**

**COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

2.1 The Consultant shall commence the Services upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and following the schedules and time limits established under the Terms of Reference (annex 1) or indicated by the Public Entity.

2.2 The Services shall be for [60 days], beginning on the date of signing this contract, and ending not later than [15 June 2022].

**ARTICLE III**

**DUTIES OF THE CONSULTANT**

3.1 The Consultant shall perform the services with all due care, diligence, and efficiency, following the highest standards of professional competence, organization, and responsibility, and in a manner acceptable to the Public Entity.

3.2 The Consultant shall:

- a) Regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;
- b) Promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.

3.3 The Consultant shall perform the services to the satisfaction of the Public Entity following the Terms of Reference and at such intervals as the Public Entity may require.

3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity to make payment or settlement under the Contract, where applicable.

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

3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

#### ARTICLE IV

#### PAYMENT FOR THE SERVICES

4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex 2 (FORM F-4) to this Contract (hereinafter referred to as the "Contract Amount").

4.2 The Contract Amounts shall be paid to the Consultant following the modalities specified in Annex 2 to the present Contract, which forms an integral part hereof.

4.3 The Consultant shall receive 20% of the final cost after delivery and acceptance of the work plan, 40% of the final cost after the delivery and acceptance of a satisfactory draft Crop Value Chain Strategy and Implementation Plan based on the terms of reference, and 40% of the final cost after meeting all deliverable outputs.

4.4 **Penalty:** Non-delivery of any task shall lead to withholding of the final payment (40%) until receipt and approval of all deliverables agreed to by both parties in writing.

4.5 Payment shall be paid directly into the bank account of the consultant and in this case, the consultant shall furnish the NAB with an original bank confirmation letter.



## **ARTICLE V**

### **CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

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

## **ARTICLE VI**

### **ASSIGNMENT AND SUB-CONTRACTING**

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

## **ARTICLE VII**

### **LIABILITY OF THE CONSULTANT**

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

## **ARTICLE VIII**

### **FORCE MAJEURE**

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.

8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

## **ARTICLE IX**

### **TERMINATION OF CONTRACT**

9.1 The Public Entity may, upon giving not less than Five [5] days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.

9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than five [5] days of such termination.

9.3 The Consultant may terminate the present Contract if the Public Entity has, within 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, following the payment provisions of the Contract, for the Services rendered before 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 under 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 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, or mail by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

#### **FOR THE PUBLIC ENTITY**

Postal Address: P.O Box 5096\_\_\_\_\_

Physical Address: Agricultural Board's Building, 30 David Meroro Road, Windhoek \_\_\_\_\_

Email Address: [PMU@nab.com.na](mailto:PMU@nab.com.na) \_\_\_\_\_

#### **FOR THE CONSULTANT**

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

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

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

## ARTICLE XIV

### Governing Law

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

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

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

\_\_\_\_\_  
**FOR THE PUBLIC ENTITY**

\_\_\_\_\_  
**FOR THE CONSULTANT**

Annex 1 - Terms of Reference

Annex 2 – Supplementary information

Tel office: +264 61 379 500  
Fax office: +264 61 22 5371  
E-mail: [Zita.Nghilengwa@nab.com.na](mailto:Zita.Nghilengwa@nab.com.na)  
Website: [www.nab.com.na](http://www.nab.com.na)

Physical address:  
Agricultural Boards' Building  
30 David Hosea Meroro Road  
Windhoek

Postal address:  
PO Box 5096  
Ausspannplatz  
Windhoek



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**A world class regulator of a vibrant, diversified and sustainable crop industry**

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## FORM F-1

### BID SUBMISSION FORM

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

To: **Namibian Agronomic Board**  
**P. O Box 5096**  
**Ausspannplatz, Windhoek**

### **The hiring of Consultancy Services TO DEVELOP A FIVE-YEAR CROP VALUE CHAIN STRATEGY AND IMPLEMENTATION PLAN FOR 2022 – 2027.**

I/We \_\_\_\_\_herewith enclose Technical and Financial Proposals for selection as Consultant for the ***Namibian Agronomic Board (NAB)***.

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: \_\_\_\_\_

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

Tel office: +264 61 379 500  
Fax office: +264 61 22 5371  
E-mail: [Zita.Nghilengwa@nab.com.na](mailto:Zita.Nghilengwa@nab.com.na)  
Website: [www.nab.com.na](http://www.nab.com.na)

Physical address:  
Agricultural Boards' Building  
30 David Hosea Meroro Road  
Windhoek

Postal address:  
PO Box 5096  
Ausspannplatz  
Windhoek

## **FORM F-2**

### **FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT**

Name of Consultant: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional bodies: \_\_\_\_\_

#### **Key Qualifications:**

*Give an outline of experience and training most pertinent to tasks on assignment. Describe the 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 the 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 the 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 my experience.

**Date: Day/Month/Year**

**[Signature of Consultant]**

**Full name of Consultant: \_\_\_\_\_**



**NAMIBIAN  
AGRONOMIC BOARD**

Constituted by Act 20 of 1992

Tel office: +264 61 379 500  
Fax office: +264 61 22 5371  
E-mail: [Zita.Nghilengwa@nab.com.na](mailto:Zita.Nghilengwa@nab.com.na)  
Website: [www.nab.com.na](http://www.nab.com.na)

Physical address:  
Agricultural Boards' Building  
30 David Hosea Meroro Road  
Windhoek

Postal address:  
PO Box 5096  
Ausspannplatz  
Windhoek

**A world class regulator of a vibrant, diversified and sustainable crop industry**

## FORM F-3

### ASSIGNMENTS OF SIMILAR NATURE WERE SUCCESSFULLY COMPLETED DURING THE LAST 5 YEARS

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

Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was the assignment satisfactorily completed

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

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Fax office: +264 61 22 5371  
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Website: [www.nab.com.na](http://www.nab.com.na)

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Windhoek

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## FORM F-4

### Cost Estimate of Services<sup>1</sup>

#### Remuneration:

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

Daily Rate  
(N\$)

Days to complete work

Total Cost  
(N\$)

60

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

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

(a) Per Diem <sup>3</sup> :	Room Charge.	Subsistence	Days Charge	Total
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(b) Airfare

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

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

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

Total Estimated Cost: \_\_\_\_\_

<sup>1</sup> Rates shall be used for extension of the contract on a Lump-sum basis and for a Time-based contract at the 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, portage fees, in-and-out expenses, airport taxes, and such other travel-related expenses as may be necessary.