



**Issued on: 19 August 2024**

**Request for Proposal for:**

**Consultancy services for provision of internal audit services for a period of 36 months**

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**Procurement Reference No: RFP No.: SC/RP/NAB-003/2024/25**

**Cost: Free**

**BIDDER NAME:** \_\_\_\_\_

**Closing date: 30 September 2024 @10h00 AM**

**Procurement Management Unit  
NAB  
30 David Meroro Road, Windhoek**

**P.O. Box 5096, Windhoek, Namibia  
Tel: +264-61-379500  
E-mail: [pmu@nab.com.na](mailto:pmu@nab.com.na)**



## LETTER OF INVITATION

Date: 19 August 2024

Ref: SC/RP/NAB-003/2024/25

Dear Prospective Bidder,

**RE: CONSULTANCY SERVICES FOR PROVISION OF INTERNAL AUDIT SERVICES FOR A PERIOD OF 36 MONTHS.**

1. NAB hereby invites proposals from, reputable and competent **Namibian registered Consulting Entities** to submit technical and financial proposals for consultancy services to provide internal audit services to the NAB for a period of 36 months.
2. The purpose of this RFP is to provide internal audit services to the NAB for a period of 36 months.
3. A prospective bidder will be selected through the Least Cost and Acceptable Quality Selection Method and procedures as defined in this Request for Proposal and in accordance with the Policies and Procedures provided for in the Public Procurement Act no 15 of 2015.
4. The Request for Proposal includes the following documents:
  - 4.1 Annexure – 1: Terms of Reference (TOR);
  - 4.2 Annexure – 2: Instruction for preparation of bid;
  - 4.3 Annexure – 3: Bidding Forms;
  - 4.4 Annexure – 4: Bid Evaluation Criteria; and
  - 4.5 Annexure – 5: A sample format of the Service Contract.
5. Any request for clarification should be forwarded in writing and emailed to [pmu@nab.com.na](mailto:pmu@nab.com.na) for the attention of Mr Severin Shilongo, Secretary: Procurement Committee (Tel: 264 61 379500).
6. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts. Bidders 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.

## 7 Eligibility

- 7.1 This RFP is reserved for Namibian consulting entities incorporated and registered in Namibia.
- 7.2 A bidder 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.
- 7.3 Proposals from bidders 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.
- 7.4 Bidders should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

## 8 Submission of Proposals

The proposals **must be submitted in two (2) separate envelopes**, one contains the required Technical Proposal and the second one contains the Financial Proposals, and should follow the form given in Annexure 2 - "Instruction for preparation of bid". The proposals must be deposited into the **Bid box** on or before: **30 September 2024**, at 10h00 am, Namibian time.

**Please note, the Technical proposal must only contain Technical information and should not contain any financial information (prices).**

**The Bid Box is located at the:**

Reception  
NAB  
30 David Meroro Road  
Windhoek  
Namibia

**Emailed proposals will not be accepted.**

## 9 Evaluation and Award of Contract

The proposal will be evaluated according to the following criteria:

9.1 The method for selection will be the **Least Cost and Acceptable Quality Selection Method** (as per Section 27 (1) (b) (iv) of the Public Procurement Act No15 of 2015).

9.2 The evaluation process comprises of three stages as listed below:

- Stage 1: Preliminary Evaluation
- Stage 2: Technical Evaluation
- Stage 3: Financial Evaluation

### 10.2.1 Preliminary Evaluation

The first stage of the evaluation process which is the Preliminary Evaluation, will evaluate the Consultant's responsiveness to the mandatory, eligibility and qualification requirements, which is based on a Pass or Fail criteria as per the requirements defined in this RFP. Consultants' submissions must meet all the criteria for stage 1 for further evaluation. Submissions that fail the Preliminary stage shall have their Financial Proposals returned unopened.

### 10.2.2 Technical Evaluation

The second stage of the evaluation process is the Technical Evaluation and is as defined in Annexure 4. A proposal shall obtain a minimum score of 70% to be deemed Technically Responsive and shall be subjected to the final stage of evaluation processes, which is the Financial Evaluation. Submissions that do not obtain a minimum of 70% will be rejected and their Financial Proposals will be returned unopened.

### 10.2.3 Financial Evaluation

The third and final stage of the Evaluation process is the Financial Evaluation. During this stage, the Financial Proposals of bidders that pass the Technical Evaluation phase will be opened and the bidders will be ranked according to their proposal price. The bidder with the lowest price will be ranked the highest and negotiations will start with the highest ranked Consultant. The Consultant contacted for negotiations shall be prepared to furnish a detailed cost-breakdown and provide clarifications pertaining to the submitted proposal as may be required to substantiate the proposal contract price. **Financial proposal should indicate cost breakdown structure for year 1, year 2 and year 3.**

- 9.3 The aim of the negotiations is to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of the Consultant's proposal, the proposed work plan, and any suggestions the Consultant may have given to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and the reporting schedule.
- 9.4 In the event that negotiations with highest ranked Consultant are not successful, negotiations will start with the second highest ranked Consultant and so on until an agreement with a Consultant is reached.
- 9.5 The contract will be awarded to the successful bidder after successful negotiations with NAB

## **10 Rights of NAB**

- 10.1 NAB reserves the right to cancel the bidding process and not be bound to select any of the bidders submitting proposals, in accordance with section 54 of the Public Procurement Act.
- 10.2 Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

## **11 Duration of Contract**

The contract duration shall be for a period of **thirty-six (36) months**.

## **12 Validity of Proposal**

You are requested to hold your proposal valid for **Six (6) months** from the deadline for submission of proposals during which period you will maintain without change, your proposed price.

## **13 Commencement date of Contract**

Assuming that the contract can be satisfactorily concluded by both parties, the successful bidder will be expected to commence work within 60 days after the closing date of this RFP. The exact commencement date will be finalized during the negotiations stage with the Consultant.

## **14 Tax Liability**

Please note that the fees payable in accordance with this contract will be subject to normal tax liability in Namibia.

15.5 Payments to the Bidder in connection with carrying out this contract, will be done 30 days from the date of submission of a valid invoice.

## **16 Insurance**

The Consultant shall be responsible for the cost of any insurance and or medical examination or treatment required by him/her during performing the services.

## **17 Confirmation of Invitation to submit proposal**

Yours faithfully,

**Mr Severin Shilongo**  
**SECRETARY: PROCUREMENT COMMITTEE**

### **Enclosures:**

- Annexure – 1: Terms of Reference (TOR)
- Annexure – 2: Instruction for preparation of bid
- Annexure – 3: Bidding Forms
- Annexure – 4: Bid Evaluation Criteria
- Annexure – 5: A sample format of the Service Contract

**Terms of Reference (TOR)**

**RFP No.: SC/RP/NAB-003/2024/25**

**Title: CONSULTANCY SERVICES FOR PROVISION OF  
INTERNAL AUDIT SERVICES FOR A PERIOD OF 36  
MONTHS**

**1. BACKGROUND AND CONTEXT**

- 1.1 The Namibian Agronomic Board, (the “NAB”), is a juristic body that came into existence in 1985 and is governed by the Agronomic Industry Act No. 20 of 1992 (the “Act”). The NAB is mandated to promote the agronomic and horticulture industry and to facilitate the production, processing, storage, and marketing of controlled agronomic and horticulture products in Namibia.
- 1.2 The NAB’s operations to implement, the Act is guided by its five-year Integrated Strategic Business and Financial Plan (ISBP) as outlined under Section 13 of the Public Enterprise Governance Act No. 1 of 2019 (the “PEGA”). The current ISBP for the period 2020/2021 to 2024/2025 focuses on three (3) thematic areas namely agronomy and horticulture development, regulatory framework and operational excellence, which has been formulated in line with the vision of the organisation of that becoming “*A world-class regulator of a vibrant, sustainable and diversified crop industry in Namibia.*”
- 1.3 To perform its statutory function and sustain its business operations, the NAB is funded through the collection of levies in accordance with Section 18 of the Act.
- 1.4 The Internal Audit Service Terms of Reference describes the framework within which the Internal Audit Service is delivered.

## **2. PURPOSE**

- 2.1 The purpose of an Internal Auditor Service is to align with the definition of internal audit, which is to provide independent, objective assurance and consulting services designed to add value and improve the organisation's operations. It helps an organisation achieve its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes (*Chartered Institute of Internal Auditors, 2012*).
- 2.2 The NAB requests proposals from qualified auditing and accounting firms interested in providing internal audit functions for the NAB. The internal audit function will be performed to ensure that the operating procedures, including all internal controls, are followed and that all expenditures of NAB are in accordance with laws, regulations and policies.
- 2.3 The mission of the internal audit service is to be independent and objective, enhancing and adding value to the NAB by providing assurance, advice, insight, and a governance process.

## **3. OBJECTIVES OF INTERNAL AUDIT**

- 3.1 The primary role of Internal Audit is to help the Board and Executive Management protect the organisation's assets, reputation and sustainability.
- 3.2 Internal Audit's key objectives are to:
  - 3.2.1 Provide effective value-adding internal audit services that are innovative and responsive to the circumstances of the NAB and the environment in which it operates to ensure compliance with relevant laws, regulations and policies.
  - 3.2.2 Implementing a Risk-based annual internal audit plan as approved by the Board.
  - 3.2.3 Review the reliability and integrity of financial and operating information risk assessment of NAB's financial operations, including, but not limited to, review of financial policies, procedures and practices.
  - 3.2.4 Assess the effectiveness and efficiency of operational processes.
  - 3.2.5 Review the internal control systems to ascertain whether they function as designed.
  - 3.2.6 Review specific programmes or initiatives to ascertain whether results are consistent with established objectives and goals and whether the programmes or initiatives are being carried out as planned.
  - 3.2.7 A quarterly review, update, and reporting on risk improvement plans and identifying and mitigating risks.



- 3.2.8 Annual testing and evaluation of areas of the NABs' internal controls, considering risk, control weaknesses, and the size and complexity of operations.
- 3.2.9 Preparation of reports that analyse significant risk assessment findings, recommendations for strengthening internal controls and reducing identified risks, and specifying time frames for implementation of such recommendations.

#### **4. SCOPE OF THE INTERNAL AUDIT SERVICES**

- 4.1 The scope of the Internal Auditing Service will include, but not be limited to, the examination, evaluation and conclusion on the adequacy and effectiveness of the NAB's governance, risk management, internal control processes and the quality of performance in carrying out assigned responsibilities to achieve the NAB's objectives.
- 4.2 The Internal Audit Service should be conducted in accordance with applicable auditing standards, consideration of fraud in financial statements and management.
- 4.3 The Internal Audit Service will evaluate the adequacy of the internal financial controls, emphasising areas vulnerable to fraud and abuse and the adequacy of the NAB's financial and auditing structure.
- 4.4 The Internal audit will focus on the following areas:
  - 4.4.1 Financial Audits: Reviewing financial records and procedures to ensure accuracy and compliance.
  - 4.4.2 Operational Audits: Evaluating the efficiency and effectiveness of operational processes.
  - 4.4.3 Compliance Audits: Ensuring adherence to laws, regulations, and internal policies.
  - 4.4.4 Risk Management: Identifying and assessing risks and providing recommendations for mitigation.
  - 4.4.5 IT Audits: Evaluating the security and efficiency of IT systems.
  - 4.4.6 Special Investigations: Conduct ad hoc audits as the Executive Management or the NAB Board requests

## **5. DELIVERABLES**

- 5.1 The selected Internal Service Provider will be required to provide the following deliverables:
  - 5.1.1 An Annual Audit Plan: A detailed internal audit plan outlining the audit activities for the financial year consulting External Audit, Compliance and Operational Risk for endorsement by the Audit, Investment, Risk & Compliance Advisory Committee (AIRCAC) approval by the Board.
  - 5.1.2 Internal Audit Reports: Detailed reports on each internal audit conducted, including audit findings, risks, and recommendations.
  - 5.1.3 Quarterly Progress Reports: Updates on the progress of the internal audit plan and any issues encountered.
  - 5.1.4 Final Internal Annual Report to AIRCAC: A comprehensive report summarising all internal audits conducted during the financial year, key audit findings, and overall assessment of the organisation's internal controls.

## **6. METHODOLOGY**

- 6.1 The Internal Audit Service should follow a structured methodology that includes the following:
  - 6.1.1 Planning: Developing a risk-based internal audit plan.
  - 6.1.2 Fieldwork: Conducting internal audits in accordance with the approved Plan.
  - 6.1.3 Reporting: Preparing and presenting internal audit reports to Executive Management AIRCAC for submission to the Board.
  - 6.1.4 Follow-Up: Reviews the appropriateness of Management action in relation to risks where the current mitigation controls are considered to be inadequate
  - 6.1.5 Monitoring the implementation of audit recommendations.

## **7. REQUIREMENTS AND KEY ATTRIBUTES**

- 7.1 The key criteria for determining the suitability of the service provider include the necessary skill, knowledge, capacity, and resources to meet the NAB's needs.
- 7.2 Demonstrate adherence to the IIA (International Standards for the Professional Practice of Internal Auditing), particularly as they relate to applying a risk-based approach to auditing, using IT audit resources and the availability of resources that perform risk management and governance reviews.
- 7.3 All core members of the internal audit team must belong to the Institute of Internal Auditors for Namibia, which regulates the services offered.
- 7.4 The internal auditors must have relevant qualifications, skills and competencies. Qualifications in information technology, finance, and business obtained from a reputable institution of high learning will be an added advantage, along with a minimum of five years of qualification experience in internal auditing.
- 7.5 Must have good knowledge of internal auditing and investigations and a good understanding of the business and commercial aspects.
- 7.6 Description of Approach, Methodology and Work Plan and duration for Performing the assignment.
- 7.7 Excellent communication, interpersonal and teamwork skills, and excellent oral and written skills in English

## **8. DURATION OF THE INTERNAL AUDIT SERVICES**

- 8.1 The Internal Audit Service will be for a period of three years, with the possibility of renewal based on performance and mutual agreement.

## **9. EVALUATION CRITERIA**

- 9.1 The selection of the Internal Audit Service Provider will be based on the following criteria:
  - 9.1.1 Understanding of the assignment.
  - 9.1.2 Methodology and Approach.

- 9.1.3 Relevant experience and qualifications.
- 9.1.4 Quality of the proposed team.
- 9.1.5 Cost of services (**Financial proposal should indicate cost breakdown structure for year 1, year 2 and year 3).**

## **10. PROPOSAL SUBMISSION REQUIREMENTS**

- 10.1 Interested Auditing or Accounting firms or consultants are required to submit a detailed proposal that includes the following:
  - 10.1.1 Company profile and qualifications.
  - 10.1.2 Detailed methodology and approach.
  - 10.1.3 Examples of similar work conducted over the past 5 years.
  - 10.1.4 Team composition and CVs of key personnel.
  - 10.1.5 Cost breakdown and fee structure. (**Financial proposal should indicate cost breakdown structure for year 1, year 2 and year 3.**)

## **11. THE BIDDING PROCESSES**

- 11.1 Interested Internal Audit Service Provider(s) should submit their proposals no later than 30 September 2024 @ 10H00 AM
- 11.2 Interested Internal Audit Service Provider(s) must submit the documents/ two envelope system i.e. Technical and Financial proposal
- 11.3 The proposal should be delivered to the Namibian Agronomic Board (NAB), Agricultural Board's Building, 30 David Meroro Road, Windhoek, Namibia. It should not be forwarded by electronic mail.
- 11.4 The Internal Audit Service Provider(s) will be sourced under the NAB terms and conditions in line with the Procurement Act and undertake the assigned tasks and responsibilities under the direct supervision of the NAB.

## **12. CONFIDENTIALITY**

12.1 The Internal Audit Service Provider(s) shall

10.1.1 Treat all information and data obtained during the assignment as confidential and shall not disclose it to any third party without the prior written consent of the company

10.1.2 Further, be prohibited from giving, commenting or discussing any information relating to the assignment, its progress or its objective to any third party or the press in any manner

## Instruction for preparation of bid

RFP No.: SC/RP/NAB-003/2024/25

**Title: Consultancy services for provision of internal audit services for a period of 36 months**

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

1. Please give your best proposal in response to the RFP.
2. Submit two separate proposals in separate envelopes, one for Technical proposal and the other for Financial proposal.
3. Complete your response as follows:
  - (i) Complete the Bid submission **Form NP.F-1**.
  - (ii) Mandatory Requirements –

The following mandatory documents are be required:

- a valid certified copy by the Namibian Police / Commissioner of Oath of company registration certificate.
- a valid original or certified copy by the Namibian Police / Commissioner of Oath of good standing tax certificate **(Applicable to Namibian entities only)**;
- a valid original or certified copy by the Namibian Police / Commissioner of Oath of good standing social security certificate **(Applicable to Namibian entities only)**.
- a list of the proposed personnel by specialty and the tasks that would be assigned to each personnel
- proposed methodology and work plan in response to the Request for Proposal
- a valid certified copy by the Namibian Police / Commissioner of Oath of company registration certificate of Affirmative Action Compliance Certificate or in absence, proof from the Employment Equity Commissioner that the bidder is not a relevant employer, or exemption issued in terms of section 42 of the Affirmative Action Act, 1998 **(Applicable to Namibian entities only)**.

**(Please note that a letter from the Bidder stating that the Bidder is not a relevant employer is not sufficient.)**

- (iii) Complete and sign the Bid Securing Declaration Form **NP.F-2** and include the form in the Technical Proposal envelope
- (iv) Formulate your Financial Proposal by completing **Form NP.F-6**. Please note that currency is Namibia Dollars. **Form NP.F-6** shall be included in the Financial Proposal envelope.
- (v) Complete and sign the self-declaration of the conditions of non-eligibility. Use **Form NP.F-7**.
- (vi) Complete and sign an undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, wage determinations, and Award, where applicable and that it will abide to sub-clause 6.2 of the General Conditions of Contract if it is awarded the Contract or part thereof **Form NP.F-8**.
- (vii) Technical Proposal  
Formulate your Technical Proposal in response:
  - The Consultant shall submit the CV's detailing the qualification and experience of all team members. Certified copies of qualifications shall be attached for Consultant's team leader and team members. Use **Form NP.F-4** and include form in the Technical envelope.
  - An outline of recent experience on assignments / projects of similar nature executed in the last five years. Use **Form NP.F-5** and include form in the Technical envelope.
  - A description of the way/manner the consultant plans to execute the work.
  - The Consultant's comments, if any, on the data, services, and facilities to be provided by NAB as indicated in the Terms of Reference (TOR).
  - In the event a Joint Venture submits a proposal, the identification of the leading consultant.

The Proposals shall be submitted in two separate envelopes, one should be marked "Technical Proposal" and the other marked "Financial Proposal", dully marked with Bid Number "RFP No: **SC/RP/NAB-003/2024/25**" and Titled "Consultation Services for provision of internal audit services". ***Please make sure that your Financial proposal (Form NP.F-6) is properly sealed to be deposited into the Bid box on or before: 30 September 2024 at 10h00 am, Namibian time.***

All envelopes should bear details of the bidding company.

**Bidders must note that if technical and financial proposals are packaged in one document, it will warrant automatic disqualification.**



## Bidding Forms

RFP No.: SC/RP/NAB-003/2024/25

**Title: Consultancy services for provision of internal audit services for a period of 36 months**

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## Bid Submission Form

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

### **Consultancy services for provision of internal audit services for a period of 36 months**

I/We \_\_\_\_\_ herewith enclose Technical and Financial Proposals for selection as Consultant for 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: \_\_\_\_\_

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

## Bidder's Information Sheet

<b>Bidder's Legal Name:</b> <i>(In case of JV, legal name of each party)</i>	
<b>Bidder's actual or intended Country of Registration:</b>	
<b>Bidder's Legal Address in Country of Registration:</b>	
<b>Bidder's Authorized Representative</b>  (Please provide Name, Address, Telephone/Fax numbers, and Email Address)	
Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation or Registration of firm <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement <input type="checkbox"/> In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with commercial law  Any other documents (please specify)  <input type="checkbox"/> _____  <input type="checkbox"/> _____  <input type="checkbox"/> _____  <input type="checkbox"/> _____	

## Bid Securing Declaration

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

Date: \_\_\_\_\_ [Day/Month/Year] \_\_\_\_\_

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

To: \_\_\_\_\_ [insert complete name of Public Entity and address] \_\_\_\_\_

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

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

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

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

Signed:

\_\_\_\_\_

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

Capacity of:

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

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

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

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

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

[insert date of signing]

Corporate Seal (where appropriate)

## Technical Proposal Response

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

This offer is valid for \_\_\_\_\_ days.

**Technical proposal authorized by:**

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

## Format of CV For Consultant

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

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

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

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

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

### **Key Qualifications:**

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

### **Education:**

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

### **Employment Record:**

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

### **Languages:**

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

### **Certification:**

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

**Date:** Day/Month/Year

**[Signature of Consultant]:** \_\_\_\_\_

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

## Assignments of Similar Nature Successfully Completed During Last 5 Years

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

Name of Project	Location of Project	Owner or Sponsoring agency with contact person information	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

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



## Financial Proposal

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

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

## Self-Declaration

RFP No.: SC/RP/NAB-003/2024/25

**Title: Consultancy services for provision of internal audit services for a period of 36 months**

I/We the undersigned declare that:

- 1) I / we are not blacklisted by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission;
- 2) I/ we are not blacklisted by African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group;
- 3) I/ we will submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- 4) I/ we will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest
- 5) I/ we will not sought, attempted to obtain or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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

# An undertaking on the part of the Bidder Form



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

### 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:.....

## PROCUREMENT DETAILS

Procurement Reference No.: .....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

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

.....

## UNDERTAKING

I .....[insert full name], owner/representative

of .....[insert full name of company]

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

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

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

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

## Bid Evaluation Criteria

RFP No.: SC/RP/NAB-003/2024/25

**Title:       Consultancy Services for provision of internal audit services for a period of 36 months**

### 1.    **Evaluation Method**

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

### 2.    **Evaluation Process**

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

#### 2.1   **Stage 1: Preliminary Evaluation**

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

<b>Stage 1: Preliminary Evaluation</b>			
<b>2.1.1 Mandatory Requirements</b>			
<b>Criteria</b>	<b>Yes/Pass</b>	<b>No/Fail</b>	<b>Supporting Document</b>
Company Registration a) All bidders must be incorporated and registered in Namibia. A Bidder shall be deemed to have the nationality of this country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that			Certified copy of Founding Statement or Company Registration Certificate. Identity documents and

<p>country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services</p> <p><b>b) In the case of Joint ventures (JVs), Associations and Consortiums</b></p> <ul style="list-style-type: none"> <li>- at least one of the parties to the agreement must <b>be incorporated in Namibia with no less than 51 percent equity that is owned by Namibian citizens of which 30% is owned by PDNs</b></li> <li>- At least 51% of the JV shareholding must be owned by Namibian citizens.</li> </ul> <p>The Namibian company / entity shall be the leading contracting party to NAB.(a) Subject to ITB 5.4, a Bidder, and all parties constituting the Bidder, must be a Namibian national(s).</p>			<p>the Share Certificates</p>
<p>A valid original or certified copy of Good Standing Tax Certificate</p>			<p>Good Standing Tax Certificate</p>
<p>A valid original or certified copy of Good Standing Social Security Certificate</p>			<p>Good Standing Social Security Certificate</p>
<p>Authentic / original letter from a commercial bank indicating company's Credit Bank rating</p>			
<p>Delivered three (3) internal audit services to similar size organizations in Namibia/SADC within the last five (5) years</p>			<p>References letters or completion certificate indicating the scope of work done, when it was done and the contact person</p>

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.			Affirmative Action Compliance Certificate
All key members of the audit team should have a valid membership certificate with the institute of Internal Auditors of Namibia			Attach certified copies
Bid document duly completed and initialled			
Bid Submission Form			Form NP.F-1
Bid Securing Declaration			Form NP.F-2
Bid Self-Declaration Form			Form NP.F-7
An undertaking on the part of the Bidder (Labour Act form)			Form NP.F-8

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

## 2.2 Stage 2: Technical Evaluation Criteria (70 points)

Bidders are required to obtain a minimum score of 70% (i.e. 70 points) in order to be considered technically compliant. The technical proposal will be assessed on the following criteria:

Technical Evaluation Criteria (Stage 2)		100 Points
No	Item Description	
<b>1</b>	<b>Bidder's Experience (provide evidence (reference letter, completion certificate))</b>	<b>(40)</b>
	3 or more internal audit assignments in the last 5 years	40
	2 internal audit assignments in the last 5 years	20
	1 internal audit assignments in the last 5 years	10
	No similar assignments in the last 5 years	0
<b>2</b>	<b>Understanding Terms of Reference</b>	<b>(20)</b>
	Adequate and Detailed proposed methodology (Planning, Fieldwork, Reporting, Follow-Up and Monitoring)	10
	Understanding of the assignment based on the appropriateness of the audit plan	5
	Audit plan includes a list of the proposed personnel and the tasks that would be assigned to each personnel	5
<b>3</b>	<b>Competencies and capacity of key personnel (provide evidence (certified copies))</b>	<b>(40)</b>
	Key personnel with relevant qualifications in ICT/Finance/Business	40

## 2.3 STAGE 3: Financial Evaluation

Only Bids that have passed the minimum technical score of 70% shall have their prices evaluated. The lowest Price from the technically compliant Bids will be recommended for award. **Financial proposal should indicate cost breakdown structure for year 1, year 2 and year 3.**



# CONTRACT

RFP No. : SC/RP/NAB-003/2024/25

CONSULTANCY SERVICE CONTRACT

BETWEEN

*Namibian Agronomic Board*

AND

[INSERT CONSULTANT NAME]

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**THIS SERVICE CONTRACT** entered into this *[date]*, between *[insert entity name]* [hereinafter called "NAB"] and *[insert consultants name]* (hereinafter called the "Consultant").

**WITNESS THAT:**

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

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

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

**ARTICLE I**  
**SCOPE OF SERVICES**

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

**ARTICLE II**  
**COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

- 2.1 The Consultant shall commence the Services on upon signature of this Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or as otherwise indicated by NAB in writing.
- 2.2 The Services shall be for *[insert no of days/months/years]*, beginning on the date of commencement of the Services, and ending not later than *[insert completion date]*.

**ARTICLE III**  
**DUTIES OF THE CONSULTANT**

- 3.1 The Consultant shall perform the services and carry out its obligations hereunder with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to NAB.
- 3.2 The Consultant shall:

- 3.2.1 regularly report to, and obtain direction and guidance from NAB on all matters arising from or relating to this Contract;
- 3.2.2 promptly comply with such instructions as may be issued from time to time by NAB in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of NAB in accordance with the Terms of Reference and at such intervals as NAB may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under this Contract in such form and detail as shall be satisfactory to NAB for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under this Contract. NAB shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

**ARTICLE IV**  
**PAYMENT FOR THE SERVICES**

- 4.1 NAB shall pay to the Consultant, in respect of the services, the amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amount shall be paid to the Consultant in accordance with the modalities specified in Annex II to this Contract, which forms an integral part hereof.
- 4.3 Payments shall be made within thirty (30) days from date of invoice by NAB to the Consultants account as indicated in Annex II.
- 4.4 All payments shall be paid subject to the corresponding deliverable as specified in Annex II.

**ARTICLE V**  
**CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

- 5.1 All documents, statistics, reports, data and other information provided, created,

obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be received in strict confidence and be treated as confidential by the Consultant. The Consultant shall not be entitled to use, make copies for any purpose that is not related to this Contract and/or disclose to any person any information received save for employees directly involved with the execution of the services.

- 5.2 The Consultant shall impose a corresponding non-disclosure obligation on those employees who are employed to perform the services and/or third parties involved in the performance of the services.
- 5.3 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 NAB.
- 5.4 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for NAB under the Contract shall belong to and remain the property of NAB and NAB shall be the undisputed holder of all intellectual property rights therein. The Consultant may retain a copy of such documents and software for internal purposes.

**ARTICLE VI**  
**ASSIGNMENT AND SUB-CONTRACTING**

- 6.1 Except with the prior written consent of NAB, the Consultant shall not:
  - 6.1.1 in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under this Contract;
  - 6.1.2 sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

**ARTICLE VII**  
**LIABILITY OF THE CONSULTANT**

- 1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Consultant shall be liable for the execution of the services under this Contract as well as any loss suffered by NAB as a result of any default, error or omission on

his/her part in such execution or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under this Contract.

### **ARTICLE VIII** **FORCE MAJEURE**

- 8.1 Neither party to this 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 If either Party is unable to execute under this Agreement due to a *force majeure*, such Party shall give immediate notice to the other Party of the event.
- 8.3 In the event a *force majeure* event delays performance of the whole or any part of this 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.
- 8.4 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 NAB may, upon giving not less than thirty (30) days' notice in writing to the Consultant, terminate this Contract if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 NAB may, at its option, terminate this Contract when it is in the interest of or for the convenience of NAB to do so, provided that the Consultant shall in that event be given a notice of not less than thirty (30) days of such termination.
- 9.3 The Consultant may terminate this Contract if NAB has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If this Contract is terminated under this Article, NAB shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually

rendered prior to the effective date of termination, together with such other direct 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 this Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of NAB who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration to the President of the Law Society of Namibia.
- 10.3 The President of the Law Society of Namibia shall appoint the Arbitrator and shall be final and binding upon the Parties under the rules as determined by the Arbitrator.

**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 this Contract.
- 11.2 Notwithstanding the preceding paragraph, NAB 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 This Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, this Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

**ARTICLE XIII**  
**CHANNEL OF COMMUNICATIONS AND NOTICE**

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

**FOR NAB**

Postal Address : P.O Box 5096  
Physical Address : 30 David Meroro Road, Windhoek  
Email : \_\_\_\_\_

**FOR THE CONSULTANT**

Postal Address : \_\_\_\_\_  
Physical Address : \_\_\_\_\_  
Facsimile : \_\_\_\_\_

**ARTICLE XIV**  
**GOVERNING LAW**

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

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

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

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

**FOR NAB**

**FOR THE CONSULTANT**

\_\_\_\_\_

\_\_\_\_\_



## BID CHECKLIST SCHEDULE

**Procurement Reference No.: SC/RP/NAB-003/2024/25**

Description	Attached (please tick if submitted and cross if not)	
Bid submission Form		
A duly completed and signed Bid Securing Declaration form		
A duly completed and signed financial proposal/rate card		
A duly completed and signed Self-Declaration		
Bid document duly completed and initialled		
<b>Evidencing Eligibility Documents:</b>		
a valid certified copy by the Namibian Police / Commissioner of Oath of company registration certificate		
a valid original or certified copy by the Namibian Police / Commissioner of Oath of good standing tax certificate		
a valid original or certified copy by the Namibian Police / Commissioner of Oath of good standing social security certificate		
a valid certified copy by the Namibian Police of Affirmative Action Compliance Certificate or in absence, proof from the Employment Equity Commissioner that the bidder is not a relevant employer, or exemption issued in terms of section 42 of the Affirmative Action Act, 1998		
Authentic / original letter from a commercial bank indicating company's Credit Bank rating		
An undertaking on the part of the Bidder (Labour Act form)		
Delivered three (3) internal audit services to similar size organizations in Namibia/SADC within the last five (5) years		

**Disclaimer:** *The list defined above is meant to assist the Bidder in submitting the relevant documents and shall not be a ground for the bidder to justify its non-submission of major documents for its bid to be responsive. The onus remains on the Bidder to ascertain that it has submitted all the documents that have been requested and are needed for its submission to be complete and responsive.*

