



## **REQUEST FOR PROPOSAL (RFP)**

### **PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND IMPROVEMENT OF THE INVESTMENT POLICY FOR NIDA**

**Procurement No: CS/RP/NIDA/08/09/2020**

**Namibia Industrial Development Agency**

Private Bag 13252

11 Goethe Street

Windhoek, Namibia

## REQUEST FOR PROPOSAL

### LETTER OF INVITATION

Dear Sir/Madam,

**Subject:** PROVISION OF CONSULTANT SERVICES FOR REVIEW AND IMPROVEMENT OF THE INVESTMENT POLICY FOR NIDA

1. You are hereby invited to submit a proposal for the provision of Consultant services for the review and improvement of the Investment Policy for the Namibia Industrial Development Agency (NIDA), which could form the basis for future negotiations and ultimately, a contract between you and the Agency.
2. The purpose of this assignment is to: review, improve and finalize the agency's investment policy that will guide its investment in accordance with the agency's applicable statutory provisions and other policies.
3. The following documents are enclosed to enable you to submit your proposal:
  - The Terms of Reference (TOR) [Annexure 1];
  - Supplementary information for marketing assignment', including a suggested format of curriculum vitae [Annexure 2]; and
  - Draft contract under which the service will be performed [Annexure 3]
4. Any request for clarification should be forwarded in writing to the Head of Procurement at email: [procurement@nida.com.na](mailto:procurement@nida.com.na) only. Request for clarifications should be received three (3) days prior to 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.
6. All prospective applicants 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 legislations related to public procurement in the Republic of Namibia.

## 7. Eligibility

- A prospective applicant 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.
- Proposals from Consultants that are 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.
- Each applicant 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. Eligibility Criteria

To be eligible to participate in this bidding exercise, the bidder must submit where applicable:

- a valid Company Registration Certificate;
- a valid tax registration certificate
- an original valid Good Standing Tax Certificate;

- an original valid Good Standing Social Security Certificate;
- a valid certified copy of Affirmative Action Compliance Certificate or 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;
- a written undertaking as contemplated in section 138(2) of the Labour Act, 2007
- Submit signed Bid Securing Declaration.

## 9. 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 Consultant". The proposals must be deposited into the **bid box located at NIDA Head Office; 11 Goethe Street Windhoek** or sent by courier to: **The Namibia Industrial Development Agency (NIDA) 11 Goethe Street; Windhoek; Namibia** on or before October, 07<sup>th</sup> 2020 at 12:00.

## 10. Deciding Award of Contract

Qualification and experience of the Consultant(s) shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for Financial Proposals. Proposals from applicants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

Only those Consultant(s) scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will continue to the next best ranked Consultant and so on until an agreement is

reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

### 11. Scoring Criteria for Technical Proposal

<b>TECHNICAL</b>				
<b>CRITERIA</b>	<b>SUB-CRITERIA</b>	<b>WEIGHT/POINTS</b>	<b>SUB-TOTAL SCORES</b>	<b>SCORES</b>
Staff qualifications	Investment	5	20	
	Equity Capital Markets	5		
	Legal	5		
	Finance	5		
Number years' experience (developing and administering investments)	> 10 years	30	30	
	5 - 9 Years	10		
	1 - 4 years	5		
Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference.	Quality Proposed methodology and work plan	5	5	
	No proposed quality methodology and work plan	0		
Registered with Statutory bodies on Investment	Registered	5	5	
	Not registered	0		
Specific experience of the Lead Consultant relevant to the Assignment	> 10 years	10	10	
	5 - 9 Years	5		
	1 - 4 years	3		
<b>TOTAL TECHNICAL</b>			<b>70</b>	

## **12. Rights of a NIDA**

- Please note that NIDA is not bound to select any of the Consultant submitting proposals.
- Please note that the cost of preparing a proposal and of negotiating a contract including visits to NIDA Head Office in Windhoek if any, is not reimbursable as a direct cost of the assignment.

## **13. Duration of Assignment**

It is estimated that the minimum duration of the assignment shall be for a period of three (3) months contract. You should base your financial proposal on these figures, giving an indication of man-days considered necessary by you to undertake the assignment. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

## **14. Validity of Proposal**

You are requested to hold your proposal valid for 30 (thirty days) from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The NIDA will make its best efforts to finalize the agreement within this period.

## **15. Commencement date of Assignment**

Assuming that the contract can be satisfactorily concluded in 15 (fifteen) days, you will be expected to take up/commence with the assignment in 7 (seven) days' time.

## **16. Tax Liability**

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

## **17. 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.

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

Yours faithfully,

A handwritten signature in cursive script, appearing to read "Maudaso", is written above a horizontal line.

Head: PMU

### **Enclosures:**

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

**TERMS OF REFERENCE (TOR)**

**PROVISION OF CONSULTANCY SERVICES FOR REVIEW AND IMPROVEMENT OF  
THE INVESTMENT POLICY FOR NIDA**

**Glossary of terms**

<b>Term</b>	<b>Description</b>
NIDA	Namibia Industrial Development Agency
TOR	Terms of Reference

**1. BACKGROUND**

The Namibia Industrial Development Agency (“NIDA” or the “Agency”) is established in terms of section 2 of the Namibia Industrial Development Agency Act, 2016 (Act No. 16 of 2016), herein the “Act,” to carry on the objects set out in section 3 and to perform the duties in section 4 of the Act.

In particular, objects of the Agency include making equity investments on behalf of the Government and its institutions, entering into private-public partnerships, taking measures for exercising effective control over its interest in Consultants in which it has invested, and developing key industrial and business infrastructure.

The Agency also has powers to establish or acquire interests in juristic entities or to enter into partnerships or participate in joint ventures with natural or juristic persons, to hold, manage, develop, let, hire or buy, subscribe for or otherwise acquire, or sell or otherwise dispose of, or hypothecate or otherwise deal in, immovable or movable property of any sort, including stocks, shares, bonds, debentures and securities of,



and any interest in any corporate body and where necessary to act as a trustee for debenture holders.

Furthermore, the Agency may invest money not immediately required by the Agency for its affairs or apply that money in the manner approved by the Board for the establishment of a loan redemption fund, a reserve fund to provide for the maintenance, replacement and improvement of assets, or the establishment of a contingency reserve fund.

The Agency now invites experienced individuals to review, improve and support in the finalization of an investment policy that will guide its decisions concerning investments in accordance with the applicable statutory provisions and its other policies.

## **2. OBJECTIVE AND PURPOSE**

The objective of the assignment is to review and enhance the investment policy to make it comprehensive for the Agency, and to thereby further its objects and be consistent with its powers.

The purpose of the investment policy is to ensure a sound framework for the Agency's investments, including the investment objectives, permissible investments, process for investing, investment management, disposal or retention of investments, investment governance, and other matters necessary or incidental to investments.

## **3. SCOPE OF WORK**

The scope of work required for the development of the investment policy includes, but is not limited to, the following:

- Review of the relevant statutory framework;
- Review of the international instruments relevant to investment policy for public institutions;
- Review of the existing investment policy;
- Drafting of the revised investment policy;
- Preparation of the guidance documents and international instruments applicable to an investment policy for public institutions as supporting documents to the policy; and

- Drafting of an implementation plan for the investment policy.

#### **4. DELIVERABLES**

The deliverables for this assignment are:

- The Investment Policy of NIDA;
- Guidance documents, including extracts or reproductions of statutory instruments;
- Extracts or reproductions of applicable international instruments that guide investment policy for public institutions; and
- Implementation plan for the investment policy.

#### **5. QUALIFICATIONS**

The Agency requires the service provider to satisfy the following minimum qualifications:

- At least 10 years' experience in developing and administering investments for a purpose similar in nature to the Agency's;
- At least 10 experience in the financial services industry, in particular in capital markets;
- Knowledge of investments, including the process, management, and governance;
- Knowledge of financial and investment instruments, and its application and relevant statutory provisions to the development of the investment policy;
- Understanding of public sector investment framework and requirements; and
- Understanding of and ability to apply international instruments guiding investment policy for public institutions.

#### **6. FINANCIAL PROPOSAL**

Bidders are required to submit proposed fee structure in format of Annexure 4 in a separate closed envelope indicating the name of the bidder and clearly marked with the Bid Reference Number and "Financial Proposal".

- A detailed breakdown on the financial model/proposal
- Pricing must be in Namibian Dollar (N\$)

## **7. PLACE TO SUBMIT BIDS**

**NB:** The two Envelopes should be sealed and marked clearly:

- a) **Technical Proposal:** PROVISION OF CONSULTANCY SERVICES FOR REVIEW AND IMPROVEMENT OF THE INVESTMENT POLICY FOR NIDA
- b) **Financial Proposal:** PROVISION OF CONSULTANCY SERVICES FOR REVIEW AND IMPROVEMENT OF THE INVESTMENT POLICY FOR NIDA

Shall be deposited in the **Bid Box at:**

**NIDA Head Office**

**Erf 79, 11 Goethe Street**

**Windhoek, Namibia**

**OR**

**Shall be mailed to:**

**The Namibia Industrial Development Agency (NIDA)**

**11 Goethe Street; Windhoek; Namibia**

## **8. CLOSING DATE**

October, 07<sup>th</sup> 2020 at 12:00, the envelopes will be opened at 12:10, at Ground Floor Hall.

**BID SUBMISSION FORM**

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

To:

- c) **REQUEST FOR QUOTATION:** PROVISION OF CONSULTANCY SERVICES FOR THE REVIEW AND IMPROVEMENT OF THE INVESTMENT POLICY FOR NIDA.

I/We \_\_\_\_\_herewith enclose Technical and Financial Proposals for possible selection as Consultant for NIDA.

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: \_\_\_\_\_



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

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

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

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

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

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

**Key Qualifications:**

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

**Education:**

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained; use about one quarter of a page.]

**Employment Record:**

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

**Languages:**

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

**Certification:**

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

**Date: Day/Month/Year**

**[Signature of Consultant Authorized Representative/Employee]**

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

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED**

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

No	Name of assignment	Owner or Sponsoring agency	Cost	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

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



**CONTRACT No: CS/RP/NIDA/08/09/2020**

**CONSULTANT SERVICE CONTRACT**

**BETWEEN**

**NAMIBIA INDUSTRIAL DEVELOPMENT AGENCY (NIDA)**

**AND**

.....  
**[INSERT Consultant NAME]**

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**THIS SERVICE CONTRACT** entered into this [date], between the NAMIBIA INDUSTRIAL DEVELOPMENT AGENCY [hereinafter called the "NIDA"] and [insert Consultant' name] (hereinafter called the "Consultant").

**WITNESS THAT:**

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

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

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

**ARTICLE I**

**SCOPE OF SERVICES**

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

**ARTICLE II**

**COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

2.1 The Consultant shall commence the Services on [date] upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by NIDA.

2.2 The Services shall be for [insert no of days/months/years], beginning on the date of commencement of the Services, and ending not later than [insert completion date].

### **ARTICLE III**

#### **DUTIES OF THE CONSULTANT**

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

3.3 The Consultant shall perform the services to the satisfaction of NIDA in accordance with the Terms of Reference and at such intervals as NIDA 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 NIDA for the purposes of making payment or settlement under the Contract, where applicable.

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

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

### **ARTICLE IV**

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

4.1 NIDA shall make a proposition on the payment terms.

## **ARTICLE V**

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

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to NIDA.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for NIDA under the Contract shall belong to and remain the property of NIDA. 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 NIDA, the Consultant shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
  - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

## **ARTICLE VII**

### **LIABILITY OF THE CONSULTANT**

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to

be wholly or partially performed.

- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

## **ARTICLE VIII**

### **FORCE MAJEURE**

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

## **ARTICLE IX**

### **TERMINATION OF CONTRACT**

- 9.1 NIDA may, upon giving not less than 14 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 NIDA may, at its option, terminate this Contract when it is in the interest of or for the convenience of NIDA to do so, provided that the Consultant shall in that event be given a notice of not less than 14 days of such termination.

9.3 The parties hereto may by mutual agreement terminate this Contract.

## **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 NIDA who shall transmit his decision in writing to both parties.

10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

## **ARTICLE XI**

### **MODIFICATION OR AMENDMENT**

11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.

11.2 Notwithstanding the preceding paragraph, NIDA may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

## **ARTICLE XII**

### **EFFECTIVE DATE**

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

## **ARTICLE XIII**

### **CHANNEL OF COMMUNICATIONS AND NOTICE**

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



**FOR NIDA**

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

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

Facsimile : \_\_\_\_\_

**FOR THE CONSULTANT**

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

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

Facsimile : \_\_\_\_\_

**ARTICLE XIV**

(i) Governing Law

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

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

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

**FOR NIDA**

\_\_\_\_\_

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

**FOR THE CONSULTANT**

\_\_\_\_\_

**Annexure 4**

**Procurement Reference Number: CS/RP/NIDA/08/09/2020**

**Currency of Bid: Namibian Dollars**

**Professional Fees:**

<b>Deliverable</b>	<b>Number of resources</b>	<b>Rate/hour per resource</b>	<b>Number of hours</b>	<b>Cost ex. VAT</b>
Guidance documents, including extracts or reproductions of statutory instruments;				
Extracts or reproductions of applicable international instruments that guide investment policy for public institutions; and				
Implementation plan for the investment policy.				
The Investment Policy of NIDA				
Disbursements				
<b>Grand Total VAT Inclusive</b>				