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## MINISTRY OF MINES AND ENERGY

### **Request for Proposal**

**Issued on: 06 March 2023**

**for**

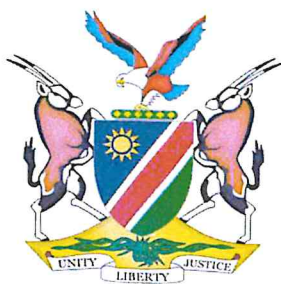
### **Selection of Consultant for**

**DEVELOPMENT/CUSTOMIZATION AND IMPLEMENTATION OF THE SOLAR  
REVOLVING FUND DIGITAL TOOL AND LOAN APPLICATION MANAGEMENT  
SOFTWARE**

**Procurement Reference No: [SC/RP/15-04/2022]**

**Project: CONSULTING SERVICES**

**Client: Ministry of Mines and Energy**



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## Section 1: Letter of Invitation

Procurement Reference No: SC/RP/15-04/2022

Date: 06 March 2023

Name and Address of Consultant:

.....  
 .....  
 .....

Dear Sir/Madam

The Ministry of Mines and Energy invites proposals to provide the following consulting services (**Development/Customization and Implementation of the Solar Revolving Fund Digital Tool and Loan Application Management Software**)

. More details on the services are provided in the Terms of Reference.

2. A firm will be selected under The Request for Proposal Method and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Namibia.

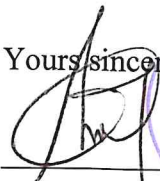
3. The RFP includes the following documents:

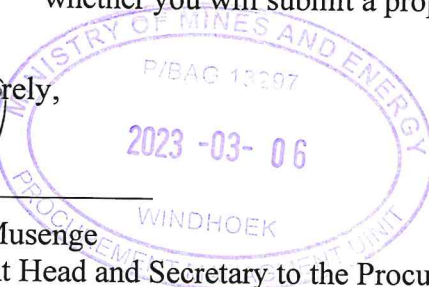
- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Form of Contract

4. Please inform us in writing at the following address **Ministry of Mines and Energy**  
**Private Bag 13297**  
**Windhoek**  
**6 Aviation Road**  
**Eros Airport Road**, upon receipt:

- (a) that you received the Letter of Invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,

  
 \_\_\_\_\_  
 Nathaniel Musenge  
 Procurement Head and Secretary to the Procurement Committee



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## Section 2 - Instructions to Consultants

### Definitions

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

- (n) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (o) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## 1. Introduction

- 1.1 The Client named in the **Bidding Data Sheet** will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Bidding Data Sheet**.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Bidding Data Sheet**, for consulting services required for the assignment named in the **Bidding Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Bidding Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the **Bidding Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Bidding Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the

Consultants.

**Conflict of Interest**

- 1.6 The Government of the Republic of Namibia requires that Consultants provide professional, objective, and impartial advice and at all times hold the client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities**

- (i) A firm that has been engaged by the client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting assignments**

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not



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

**Conflicting  
relationships**

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own Public Entity(s). Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair  
Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall

make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

### **Fraud and Corruption**

1.7 It is the policy of the Government of Namibia to require Public Entities, as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.<sup>1</sup> In pursuance of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;
- (v) “obstructive practice” is

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

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

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

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

<sup>5</sup> “Party” refers to a participant in the selection process or contract execution.



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

- 1.7.2 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).

**Eligibility**

- 1.8 (a) A firm or individual that has been sanctioned by the Government of the Republic of Namibia in accordance with

the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Review Panel.

(b) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.

(c) Proposal from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

Links for checking the ineligibility lists are available on the Procurement Policy Unit's website:  
[www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit)

(d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

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|--|------|---|
| <b>Eligibility of Sub-Consultants</b>          | 1.9  | In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.  |
| <b>Origin of Goods and Consulting Services</b> | 1.10 | <p>Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <ul style="list-style-type: none"> <li>(i) as a matter of law or official regulation, the Republic of Namibia prohibits commercial relations with that country; or</li> <li>(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Namibia prohibits any imports of goods from that country or any payments to persons or entities in that country.</li> </ul> |
| <b>Only one Proposal</b>                       | 1.11 | Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.   |

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

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Bidding Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

(b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Bidding Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

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

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

**(e) Bid Securing Declaration**

(i) The Bidder shall subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**.

(ii) The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.



(iii) Any bid not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, in accordance with ITB 3.4(h), shall be rejected by the Purchaser as nonresponsive.

(iv) The Bid Securing Declaration shall be executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Technical Proposal Submission Form; or
  - (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
  - (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 6.5;
- (i) The Bid-Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the Technical Proposal Submission Form mentioned in Section 3 “Technical Proposal Standard Forms,” when submitting in association.
- (ii) If a bid securing declaration is **required in the BDS**, and
- (a) a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Technical Proposal Submission Form, except as provided in ITB 20.2;
  - (b) a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
  - (c) the successful Bidder fails to: sign the Contract in accordance with ITB 6.5;

the bidder may be disqualified by the Review Panel to be awarded a contract by any Public Entity for a period of time.

**Technical  
Proposal  
Format and  
Content**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The **Bidding Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The following mandatory documentary evidence is required to accompany the



## Technical Proposal;

- (i) have a valid company Registration Certificate; indicating software development and IT solutions or related areas as core business
- (ii) have an original or certified copy valid good Standing Tax Certificate;
- (iii) have an original or certified copy valid good Standing Social Security Certificate;
- (iv) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
- (v) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- (vi) Submit references of previously similar tools developed in line with loan or credit based software
- (vii) Submit Curriculum Vitae of key personnel as well as qualifications and experience of the lead Consultant who will develop and facilitate the implementation of the Software for the Fund;

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

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's

involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b)
  - (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
  - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c)
  - (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
  - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms

of Reference and counterpart staff and facilities.

- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Bidding Data Sheet** specifies training as a specific component of the assignment.
- (h) the Bid-Securing Declaration, in accordance with ITB Clause 3.3(e), as specified in the **Data Sheet**;

### Financial Proposals

- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Bidding Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

### Taxes

- 3.7 The Consultant, other than Namibian nationals, may be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the **Bidding Data Sheet** if

the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

3.8 Consultants must only express the price of their services in Namibian Dollars only.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

#### 4. Submission, Receipt, and Opening of Proposals

4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

4.2 An authorized representative of the Consultants, **as specified in the Bidding Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Bidding Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal (if required under the selection method indicated in the **Bidding Data Sheet**) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Procurement reference number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE**

**OFFICIAL APPOINTED, BEFORE at the Ministry of Mines and Energy, Ground Floor, Block F1, Room F1 005, 10h00.** The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

## 5. Proposal Evaluation

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

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

### Evaluation of Technical Proposals

5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Bidding Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Bidding Data Sheet**.

### Financial Proposals for QBS

5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.



**Public Opening  
and Evaluation  
of Financial  
Proposals (only  
for QCBS, FBS,  
and LCS)**

- 5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.
- 5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost. Prices shall be evaluated as quoted in Namibian Dollars.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Bidding Data Sheet**. Proposals will be ranked according to their combined

technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$  = the weight given to the Technical Proposal;  $P$  = the weight given to the Financial Proposal;  $T + P = 1$ ) indicated in the **Data Sheet**:  $S = S_t \times T\% + S_f \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

## 6. Negotiations

- 6.1 Negotiations will be held on the date and at the address indicated in the **Bidding Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

### Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

### Financial negotiations

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Republic of Namibia, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality

and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

**Availability of Professional staff/experts**

- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

**Conclusion of the negotiations**

- 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

**7. Award of Contract**

- 7.1 The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation.
- 7.2 For contract above the prescribed threshold outlined in Section 55(4) of the Public Procurement Act, 2015, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short listed consultants of its decision.
- 7.3 For contracts not exceeding the prescribed threshold outlined in Section 55(4) of the Public Procurement Act, 2015, the

client shall issue the Letter of Award.

7.4 In the absence of an application for review by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant.

7.5 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit) and the Client's website, the results of the RFP process identifying the:

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

(ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.

7.6 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.

7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Bidding Data Sheet**.

## 8. Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of the award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

## 9. Debriefing

9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing within 30 days from award, and within 3 days from the date of receipt of request from the unsuccessful consultant.



## Instructions to Consultants – Bidding Data Sheet

Paragraph Reference	
1.1	<p>Name of the Client: <b>Ministry of Mines and Energy</b></p> <p>Method of selection: the technical quality of the proposal, the relevant experience of the supplier, the expertise of his/her key staff members, the proposed work methodology, as well as the price of the proposal</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal:  Name of the assignment is: <b><u>Development/Customization and Implementation of the Solar Revolving Fund Digital Tool and Loan Application Management Software</u></b>  Reference Number: <b>SC/RP/15-04/2022</b></p>
1.3	<p>A pre-proposal conference will be held: No _____</p> <p>_____</p> <p>Enquiries:</p> <p>The Client's representative is: Ms. Ishuna-Niita Amakutsi</p> <p>Deputy Director: Solar Revolving Fund</p> <p>Tel: 264-61-2848111</p> <p>Fax: 264-61-220262</p> <p>E-mail: Ishuna-Niita Amakutsi @mme.gov.na</p>
1.4	<p>The Client will provide the following inputs and facilities:  All necessary information required by the consultant and offices for the consultant to work from will be availed to them, if required.</p>
1.5	<p>The Client envisages the need for continuity for downstream work:  NO (<i>If yes, outline in the TOR the scope, nature, and timing of future work and state whether the selected consultant for this assignment would be eligible to compete for the downstream work.</i>)</p>
1.6	<p>Proposals must remain valid <b>180 days</b> after the submission date.</p>
2.1	<p>Clarifications may be requested not later than <b>14 days before the closing date.</b></p>



	<p>The address for requesting clarifications is:  Head of Procurement Management Unit &amp; Secretary for PC  Tel: +264 61 284 8235  Email: ProcurementManagement@mme.gov.na</p>
<b>3.1</b>	Shortlisted Consultants may associate with other shortlisted Consultants: No
<b>3.2</b>	The format of the Technical Proposal to be submitted is: FTP
<b>3.3</b>	Training is a specific component of this assignment: No
<b>3.4</b>	<ol style="list-style-type: none"> <li>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services;</li> <li>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, investigations and surveys;</li> <li>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>(6) cost of printing and dispatching of the reports to be produced for the Services;</li> <li>(7) other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(8) cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ol>
<b>3.5</b>	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes

	<p>If affirmative, the Client will:</p> <p>(a) reimburse the Consultant for any such direct taxes paid by the Consultant on its remunerations: [No];</p>												
	<p>(b) pay such taxes on behalf of the Consultant: [No]</p> <p>(local Consultants will be subject to all taxes payable and should therefore submit their financial proposals inclusive of taxes.)</p>												
4.1	<p><i>The consultant is expected to provide authorization consisting of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.</i></p> <p><i>The name and position held by each person signing the authorization must be typed or printed below the signature.</i></p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>												
4.2	<p>Consultant must submit the <b>original and 2 copies</b> of the Technical Proposal, and the original of the Financial Proposal.</p>												
4.3 & 4.4	<p>The Proposal submission address is: <b>Ministry of Mines and Energy, Ground Floor, Block F1, Room F1 005,</b></p> <p>Proposals must be submitted not later than the following date and time: <b>06 April 2023, at 10h00.</b></p>												
5.1	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table border="0"> <thead> <tr> <th></th><th style="text-align: right;"><u>Points</u></th></tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td><td style="text-align: right;">[20]</td></tr> <tr> <td>    a) Experience of the Lead Consultant in loan management software and online software applications</td><td style="text-align: right;">[10]</td></tr> <tr> <td>    b) Experience of the key staff in IT</td><td style="text-align: right;">[5]</td></tr> <tr> <td>    c) Number of services successfully implemented by the Company to entities administering loan portfolios</td><td style="text-align: right;">[5]</td></tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td><td></td></tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	[20]	a) Experience of the Lead Consultant in loan management software and online software applications	[10]	b) Experience of the key staff in IT	[5]	c) Number of services successfully implemented by the Company to entities administering loan portfolios	[5]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
	<u>Points</u>												
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c) Number of services successfully implemented by the Company to entities administering loan portfolios	[5]												
(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:													

	<p>a) Technical approach and methodology [15]</p> <p>b) Work Plan/Project Implementation Schedule [10]</p> <p>c) Organization and staffing [5]</p> <p>d) Live Presentation or Demonstration of Software to MME [15]</p> <p>Total points for criterion (ii): [45]</p> <p>(iii) Key professional staff qualifications and competence for the assignment:</p> <p>a) Team Leader should be a qualified software developer with a relevant minimum Degree in system design/developer or other relevant Degree in Information Technology. Must be able to furnish certified copy (copies) qualification certificate (s). [5]</p> <p>Total points for criterion (i-iii): [70]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <p>1) General qualifications [0%]</p> <p>2) Adequacy for the assignment [0%]</p> <p>3) Experience in region and language [0%]</p> <p>Total weight: 70%</p> <p>(iv) Participation by nationals among proposed key staff [0]</p> <p>(not to exceed 10 points) <i>[Sub-criteria shall not be provided]</i></p> <p>Total points for the five criteria: 70</p> <p>The minimum technical score required to pass is: <b>50 Points</b></p>
5.2	<p>The formula for determining the financial scores is the following:  <i>[Insert either the following formula]</i>  <math>S_f = 100 \times F_m / F</math>, in which <math>S_f</math> is the financial score, <math>F_m</math> is the lowest price and <math>F</math> the price of the proposal under consideration.  <i>[or insert another inversely proportional formula acceptable to the Client]</i></p> <p>The weights given to the Technical and Financial Proposals are:  <math>T = 0.7</math>  <math>P = 0.3</math></p>
6.1	<p>Expected date and address for contract negotiations:</p> <hr/>
7.1	<p>Expected date for commencement of consulting services:  <u>15 May 2023</u> at: Ministry of Mines and Energy, Windhoek</p>

### Section 3. Technical Proposal - Standard Forms

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

Form TECH-1: Technical Proposal Submission Form .....	29
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**Form TECH-1: Technical Proposal Submission Form**

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[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

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

---

<sup>1</sup> [In case Paragraph Reference 1.2 of the Bidding Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

<sup>2</sup> [Delete in case no association is foreseen.]

---

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

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

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

## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use around 20 pages.]*

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

Firm's Name: \_\_\_\_\_

---

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

---

**A - On the Terms of Reference**

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



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

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

---

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

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*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (about 50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

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

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

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

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

Form TECH-5: Team Composition and Task Assignments

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

---

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

---

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_

2. **Name of Firm** *[Insert name of firm proposing the staff]:* \_\_\_\_\_

3. **Name of Staff** *[Insert full name]:* \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_

7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_

8. **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_

9. **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* \_\_\_\_\_

10. **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

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



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

**13. Certification:**

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

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*



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

Full name of authorized representative: \_\_\_\_\_

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

N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input			
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total
<b>Foreign</b>																	
1	[Home] [Field]																
2																	
3																	
n																	
												Subtotal					
<b>Local</b>																	
1	[Home] [Field]																
2																	
n																	
												Subtotal					
												Total					

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input  
 Part time input



*Appendix to Bid Submission Form*

**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)

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

*\*delete if not applicable / appropriate*





## Republic Of Namibia

### Ministry of Labour, Industrial Relations and Employment Creation

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

#### **1. EMPLOYERS DETAILS**

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

## 2. PROCUREMENT DETAILS

Procurement Reference No.: .....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

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

.....

## 3. UNDERTAKING

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

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

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

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

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

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

## Section 4. Financial Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

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

*[The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]*

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**Form FIN-1: Financial Proposal Submission Form**

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[Location, Date]

To: [Name and address of Client]

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is exclusive of the local taxes (*applicable only to consultants other than Namibian nationals*), which shall be identified during negotiations and shall be added to the above amount.

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

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

Name and Address of Agents	Amount in Namibian Dollars	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

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

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

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1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

**Form FIN-2: Summary of Costs**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

N°	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Namibian Dollars] <sup>4</sup>
	Per diem allowances	Day			
	International flights <sup>5</sup>	Trip			
	Miscellaneous travel expenses	Trip			
	Communication costs between [Insert place] and [Insert place]				
	Drafting, reproduction of reports				
	Equipment, instruments, materials, supplies, etc.				
	Shipment of personal effects	Trip			
	Use of computers, software				
	Laboratory tests.				
	Subcontracts				
	Local transportation costs				
	Office rent, clerical assistance				
	Training of the Client's personnel <sup>6</sup>				
Total Costs					

<sup>1</sup> Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

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

<sup>3</sup> Indicate unit cost and currency.

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

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

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

## Appendix: Financial Negotiations - Breakdown of Remuneration Rates

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*(Not to be used when cost is a factor in the evaluation of Proposals)*

### 1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
- (i) **Salary**  
This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).
  - (ii) **Bonus**  
Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.
  - (iii) **Social Costs**  
Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is



the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iv) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

Or

$$\text{Leave Cost} = \frac{[(\text{salary} + \text{bonus} + \text{housing subsidy} + \text{transport})/260 \times \text{leave credit days}]}{}$$

It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

(v) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall

<sup>1</sup> Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.



note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

- (vii) **Away from Headquarters Allowance or Premium**  
Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.
- (viii) **Subsistence Allowances**  
Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

Government DSA standard rates may be used as reference to determine subsistence allowances.

## **2. Reimbursable expenses**

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

## **3. Bank Guarantee**

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local currency, as long as the services proceed as planned.

## Sample Form

Consulting Firm:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
*[Name of Consulting Firm]*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

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

Title: \_\_\_\_\_

### Consultant's Representations Regarding Costs and Charges

(Expressed in Namibian Dollars)

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

1. Expressed as percentage of 1
2. Expressed as percentage of 4

## **Section 5. Terms of Reference**

### **PART A: BACKGROUND OF THE SOLAR REVOLVING FUND (SRF) AND PROJECT RATIONALE**

The Solar Revolving Fund (SRF) was established in 1996 under the Home Power project to address high upfront costs for solar products, dispersed population, and vast distances limiting grid electrification.

As outlined in the National Energy Policy (2007), the Ministry of Mines and Energy (MME) is the administrator of SRF. SRF "the Fund" is a credit facility established by MME to stimulate demand for the utilization of renewable energy technologies in rural areas, especially for communities living in off-grid areas and urban clients. The Fund is an element of the Off-Grid Energization Master Plan for Namibia (OGEMP), whose objective is to provide access to appropriate energy technologies in rural areas. The Fund operates on an ownership model where individuals obtain loans to purchase Renewable Energy Technology products by getting a detailed quotation from an accredited Energy Service Provider to install the technology in their area of choice in Namibia.

The Fund focuses on various technologies such as Solar Home System (SHS), Photovoltaic pumps (PvP), Solar Water Heater (SWH), and the basket of Energy Efficient devices. The primary target is to finance the Solar Home System with a funding limit of up to N\$60,000. In addition, the Photovoltaic pump (PvP) was introduced due to farming water demand and funded to the limit of N\$60,000, and the Solar Water Heater (SWH) for urban and rural inhabitants with a funding limit of N\$35,000. This has been a successful project with many solar beneficiaries with access to Renewable Energy not just for consumption but also to protect the environment, enhance the security of energy supply and establish a more sustainable energy policy.

The purpose is to stimulate the economy through renewable energy in areas not covered by grid electrification. The Fund is an enabler for Namibians' greater participation in the renewable energy sector. It provides training to the accredited renewable energy service providers and enables registration and certification of solar installers and the standards developed for technicians working on solar home systems, solar water heaters and PV pumps through Namibia Energy Institute (NEI). The Fund has been assisting consumers by funding renewable energy technologies, both solar, PV and solar thermal.

### **PART B: OBJECTIVE**

This project aims to procure or develop and implement SRF Online Loan Application and Loan Book Management software. The aim is to record, manage, and monitor SRF applications and administer the loan book portfolio.



## **PART C: SCOPE OF WORK**

An Online Loan Application and Loan Book Management software is required to enable the online submission of loan applications and loan book recording, which includes capturing, updating, interest and penalty charges on individual loan accounts. Online Loan Application and Loan Book Management software, which will be procured, should integrate with the financial software (currently SAGE Evolution) and be designed/customized explicitly for a Fund's credit application process and loan book administration and management. Fully customizable, plug-ins can be built in so that the system is compatible and feeds into the current financial system. The online application software and should be able to provide the following benefits:

- Ease of use (both for the system manager and customer/applicant)
- Application Traceability
- Adjustability
- Maintenance
- Maker/Checker System
- Mobile App Function built alongside web-based program, or other platforms available.

The Software provider will work closely with the MME Executive Director or his designate in the Directorate of Energy Funds (the Director, Deputy Director Solar Revolving Fund, and SRF Management) in developing/customizing and implementation of the SRF Loan Application and Loan Book Management software.

The software should consist of but not limited to the following:

### **1. Loan Application Modules**

Loan Application software is expected to perform the following core tasks:

#### **1.1. Lodging a Loan Application**

- Online loan application
- Upload documentation
- App or on the web platform
- Ability to provide a unique or individual customer number

#### **1.2. Administrative Back Office**

- Simple and easy to use interface
- Ability to monitor the progress of applications
- The ability for a time tracker that measures the end-to-end process (exactly how long it takes from the lodgment of the application to the disbursement of funds).

#### **1.3. Loan Application Processing**

- Verify submitted documents online



- Link to Transunion and Avril Payroll Deduction (Web-based systems) and verify affordability
- Manage loan application assessments and approvals
- Manage Purchase Orders
- Loan Disbursement and registration

#### **1.4. Maker Checker System**

- Ability to segregate functions

#### **1.5. Additional Plug-Ins**

- Customizable to the needs of the Fund
- Ability to Integrate into the financial system (SAGE Evolution)

#### **1.6. IT Hosting**

- Provide information on hosting cost

### **2. Loan Book Management Software**

Loan management software should provide the following functions:

#### **2.1 Customer Profiles**

- Create new customers and the ability to upload or link customers from the online application process.
- Update existing customers.

#### **2.2 Loan management**

- Maintenance of the Loan Book Register (Database);
- Updating of loan account with the disbursement of the loan amount to service providers;
- Monthly update of collection to client accounts;
- Collection of loans, including generation of input files (Monthly Debit Orders and Avril Payroll Deductions);
- Processing of monthly receipts;
- Processing of Rejections/Unpaid Journals;
- Generate and charge monthly loan interest and interest on overdue accounts in batches;
- Issue monthly clients statements and the ability to print such statements in bulk;
- Reports (Debtors Age Analysis, Actual Recovery Reports, Expected Recovery Reports, Loan Book Report, Defaulters Reports);
- Ability to Integrate into the financial system (SAGE Evolution) and enable updates between the two systems.

**2.3 Debt management**

- Manage defaults and perform Debtors Age Analysis (30, 60, 90 and 120+ days);
- Issuing of demand letters process (System generated demand letters);
- Apply penalties on the overdue amount (i.e., interest charge at 5%).

**3. Inspections**

Inspection module of the system will provide for:

3.1 Case management, the system shall provide for:

- Log customers claim (e.g., a customer declares that he/she is over-charged or systems damaged)
- Log customers complaints
- Update cases until the claim is resolved.
- Generate reports on cases and case history
- Rate/flag installers according to problems reported

3.2 GIS Module that shall allow plotting the location of funded services on the Namibian map using google maps.

**PART D: KEY DELIVERABLES**

The firm is expected to deliver to the following:

**SECTION A**

- i) Presentation of the system demo to the User Department (SRF Management) and the Bid Evaluation Committee.
- ii) The system demo score will form part of the evaluation criteria.

**SECTION B**

- i) Provide a quotation for SRF Loan Application and Loan Book Management software implementation per the following:
  - User: +20 users
  - Current loan database: +5,000 client base
- ii) The quotation should also indicate additional software costs, such as IT hosting costs and requirements, license fees etc.
- iii) An inception report and work plan (both development and implementation schedules of the project) prepared within two weeks of the commencement of assignment in consultation with the SRF management sets out how the firm will deliver the requirements of these terms of reference.
- iv) Develop and implement the SRF Loan Application and Loan Book Management software. In addition, perform customizing of software where required and applicable.

- v) Facilitate and document a series of training programs, and other engagements are undertaken to acquaint SRF personnel and its stakeholders with the Software principles and support them in the implementation of the software.
- vi) Develop a summary package of Software materials, which will then be available to the SRF and MME Information Technology Division for implementation, including templates /files to be used during day-to-day operations and for regular reporting and uploading by the Fund.
- vii) Provide essential manuals for the Fund in managing compliance and internal controls.
- viii) Software development and implementation monthly progress reports should be received by (SRF Management Committee MME Energy Funds Management Committee) within five days of the end of each month to which the report relates.
- ix) A final report with recommendations should be prepared to communicate overall performance in connection with these terms of reference. Any challenges encountered during the assignment and the approach used for mitigation should be stated in the report. The final report should be submitted to the Executive Director and copied to the Director of Energy Funds and Deputy Director SRF within 15 days of the end of the assignment.

## **PART E: MAINTENANCE AND SUPPORT**

The firm is expected to provide after project maintenance and support services, which should include future requests for customizing the software when required. Fees concerning future maintenance and support shall be established and agreed upon by the parties based on works. The parties will enter into a Service Level Agreement on maintenance and support if required.

## **PART F: SUPPLEMENTARY INFORMATION AND COMPLIANCE INFORMATION**

This section aims to set out the firm compliance that needs to be provided to MME by the service provider.

### **1. Compliance Information**

- Name of Company and Namibian registration number;
- Names of Directors;
- Names of Directors who are Namibian citizens;
- Physical street address;
- Total number of employees;
- Certified Company registration documentation;
- Original good standing certificate from the Receiver of Revenue (for local suppliers only); If exempted from paying taxes, Bidders must submit proof of same;



- Proof of registration and original good standing certificate from the Social Security Commission (for local suppliers only);
- Affirmative Action Certificate from the Ministry of Labour (for local companies only).

## **2. Technical proposal/Competency requirements**

- Curriculum Vitae of the key personnel;
- Contract period and termination conditions;
- Profile of the firm/ company/ entity with an indication of international partnering/liasing for technical backup;
- Indication of ability to provide support services locally;
- Name(s), qualifications and experience of the lead Consultant who will develop and facilitate the implementation of the Software for the Fund;
- Demonstrate excellence in communication and interpersonal skills, specifically in negotiating with and influencing others;
- Prove a level of expertise in loan or credit based software
- Nature and successes of any program in place to advance opportunities for Namibians in your organization.
- The company should have at least 5 years of experience in IT application software. Attach proof of experience.
- Should be 100% Namibian owned IT consulting company/firm
- A brief description of the service provider, including a history of the service provider and an outline of the service provider's experience relevant to the provision of system development, customization and implementation of online application and loan administration systems. Please include the resumes of each member of the proponent's team.
- A service provider should submit a description of similar or related software previously or currently provided to entities administering loan applications. Please provide at least three
- (3) references.
- The Consultant should be able to demonstrate competency of the software by a way of presentation to the MME-SRF on Loan Management and Customer Relationship Management and other related modules
- The Company should be able to provide a pilot system for a month not chargeable, after award

## **3. Financial Breakdown**

- An estimate of the hours to be spent on the activities and the rates;
- Fees for completing the development and implementation of software under the specification and reference to the different levels of proposed resources to be utilized;
- Proof of Indemnity insurance;

- Bases for charging for other resources and services and rates that will apply should be indicated;
- Any other applicable fees such as licenses need for storage capacity, terms, and conditions of maintenance, etc.

**PART G: FEES**

The purpose of this section is to set out the requirements for disclosure of the fees proposed by the firm. All fees should be quoted in Namibia Dollars and inclusive of VAT.

**PART H: DURATION, TIME FRAME, AND REPORTING**

The Project is expected to last for five (5) months. It is anticipated that the Firm will be at the duty station in Windhoek at MME to develop and implement the software, provide hands-on coaching, and transfer knowledge to designated MME personnel.

**PART I: TERM OF APPOINTMENT**

The term of appointment for the Consultant to develop and implement the SRF Loan Application and Loan Book Management software will be for a maximum of five (5) months, commencing 2022/2023 financial year.

**PART J: LOCATION OF ASSIGNMENT**

The assignment will be carried out at the Ministry of Mines and Energy, Solar Revolving Fund, 1 Aviation Road, Windhoek.

**PART K: REQUIRED OUTPUTS**

- Customize/Develop / SRF Loan Application and Loan Book Management software as per requirements;
- Provide a pilot system for a month with no fee attached
- Provide technical training on the developed software;
- Post-go-live support the system for three (3) months after production;
- Provide System Documentations, i.e. User Manual, Standard Operating Procedures (SOP), SRS (System Requirement Specification), Functional Documentations, etc.
- Support and maintenance, as indicated in Part E.
- **MILESTONES** (Provide a project implementation plan)



**ANNEXURE – A****DEVELOPMENT/CUSTOMIZATION AND IMPLEMENTATION OF THE LOAN APPLICATION AND LOAN BOOK MANAGEMENT SOFTWARE FOR SOLAR REVOLVING FUND****1. OBLIGATORY DOCUMENTS (ATTACHED DURING SUBMISSION)**

- (i) Have a valid Company registration number certificate.
- (ii) Have an original/certified valid Good Standing Tax Certificate.
- (iii) Have an original /certificate valid Good Standing Social Security Certificate.
- (iv) Have a valid certified copy of the Affirmative Action Compliance Certificate, proof from the Employment Equity Commissioner that the bidder is not a relevant employer; or exemption issued in terms of Section 42 of the Affirmative Action Act.
- (v) Only proposals that comply with the obligatory Tender Board Requirements will be evaluated for compliance with the Technical Specifications as given in the request for proposal.
- (vi) The expertise required in carrying out this service is specialized, and therefore the tender is not only restricted to SME.

**2. PROPOSAL EVALUATION CRITERIA**

The Ministry of Mines and Energy is using the set standards as included in the Procurement Act, 2015. Proposals will be evaluated for compliance with the Public Procurement Regulation and Requirements:

**Completion of Tender Document:**

- (i) All compulsory pages must be initialled
- (ii) Incomplete proposal documents and omission of relevant leads to disqualification from further tender evaluation;
- (iii) Failure to initial each page of the proposal documents leads to disqualification of the tender offer;
- (iv) Companies/firms with local ownership will be preferred;

**3. TECHNICAL REQUIREMENTS**

Table 1. Criteria for assessing technical and financial proposals for the tenderers

Factor evaluated	Max Score	Performance Criteria		Criteria Score	Bid score
Relevant Qualification and experience of Lead Consultant	20	Experience of the Lead Consultant in loan management software and online software	>5 years	10	
			3 - 5 years	5	
			1- 2 years	0	

		applications			
		Qualifications of the Lead Consultant; should have a degree in software development or IT. A master's degree an added advantage	Master's degree in software development of IT	5	
			Bachelor's Degree in software development of IT	2	
		Experience of the key staff in IT	>3 years	5	
			1-3 years	2	
Relevant references of software successfully implemented	5	Number of services successfully implemented by the Company to entities administering loan portfolios	>2 projects	5	
			1-2 projects	2	
			No projects	0	
Technical Approach and Methodology	15	Provide a methodology covering all aspects highlighted in the Scope of work	Methodology discussed in detail and well aligned to the project needs (Scope of work in the ToR)	15	
			methodology moderately covering project needs (Scope of work)	10	
			methodology inadequate or poorly presented	2	
Implementation Schedule / Work Plan	10	Put together a project implementation schedule/work plan	Comprehensive Implementation Schedule provided	10	
			Unclear Implementation Schedule or not provided	2	

Organogram	5	Provide Organogram with clear roles of project team	Organogram with clearly defined roles and responsibilities for each team member or firm participating in the bid	5	
			Unclear Organogram or None provided	0	
Software Demonstration / Presentation	15	Live Presentation or Demonstration of Software to MME	A functional software in loan management or related areas with clear structured modules in line with SRF functions	15	
			Software unrelated or far from SRF functions and modules.	5	

\*Overall rating out of 70 points

\*Service providers must reach a minimum score of 50 points.

### 3.1 Qualification

- i. The service provider project leader should be a qualified system or software developer with a relevant minimum Degree in system design/developer or other relevant Degree in Information Technology. Must be able to furnish certified copy (copies) qualification certificate (s).
- ii. The lead service provider should have at least 5 years of experience in dealing with loan management and online application software. Should be able to elaborate on how this experience was acquired.

### 3.2 Experience

The service provider is required to illustrate extensive experience in areas relevant to the key aspect of the request as indicated in (Part C: Scope of work). The service provider should be able to provide the following information.

- i. A brief description of the service provider, including a history of the service provider and an outline of the service provider's experience relevant to the provision of system development, customization and implementation of

online application and loan administration systems. Please include the resumes of each member of the proponent's team

- ii. A description of similar or related services the service provider has previously or is currently delivering, with an emphasis on experience relevant to software provided to similar entities administering loan applications and loan book/portfolio or database. Please provide at least a minimum of three reference entities.
- iii. Scoring will be based on a valuation of the depth of the service provider's experience relevant to the project, the strength of the service provider's team and the service provider's history of delivery of services relevant to the service required.

### **3.3 TECHNICAL EVALUATION (70)**

The short-listed successful service providers will be required to do a system demonstration presentation to the SRF management and the Tender Evaluation Committee on the following:

- i. Demonstration of Online loan applications software as indicated in (Part C: Scope of work) above.
- ii. Demonstration of administration and management of a loan book/profile as shown in (Part C: Scope of work) above.
- iii. Demonstration of inspection management as indicated in (Part C: Scope of work) above.

### **3.4. FINANCIAL EVALUATION (30)**

The lowest bid will be allocated the highest score (30) in terms of pricing and the rest will be ranked inversely proportional to this score.



**ANNEXURE B****Summary of SRF Loan Application and Loan Book Management  
Modules Requirements****1. Administration (Clients profiles and Loan Management)**

- Client Submit Application
- Application Verification (Check ITC, Payroll Reservations for GRN Employees)
- Application Assessment (Affordability Check)
- Application Approval/Disapproval (Committee Approves)
- Client Notification of outcome through SMS and Letter
- Payments of Deposits by Clients
- Purchase Order Issuing (Done through the financial system)
- System Installation
- Disbursement of loan (Done through the financial system)
- Reports

**2. Inspections (Installations, Claims and Complaints)**

- Inspections at Customer's Site
- Inspections Report
- Claims submission to MME
- Claims processing
- Complaints Log
- Reports

**3. Loan Book Management**

- Registration of the new loan account
- Monthly accounts billing (ability to create and post one batch);
- Reversal of payments/installments incases of unpaid/refer to the drawer;
- Update loan accounts with cash deposits or additional amounts paid;
- Charge monthly loan interest on accounts (ability to generate and post one batch);
- Generate and post overdue/penalty interest charges to the loan account.