



MINISTRY OF MINES AND ENERGY

Request for Proposal

Issued on: 17 September 2021 for Selection of Consultant

THE UPGRADE TO THE GEOPHYSICAL INTERPRETATION LABORATORY

AND

AN INTEGRATED INTERPRETATION

OF

HIGH-RESOLUTION AIRBORNE GEOPHYSICAL DATA

OF

THE ZAMBEZI, OTJOZONDJUPA AND OMAHEKE REGION, NAMIBIA

Procurement Reference No: SC/RP/15-02/2021

Project: CONSULTING SERVICES

Client: Ministry of Mines and Energy

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Section 1: Letter of Invitation

Procurement Reference No: SC/RP/15-02/2021

Date: 17 September 2021

Name and Address of Consultant:

Dear Sir/Madam

The Ministry of Mines and Energy invites proposals to provide the following consulting services:

THE UPGRADE TO THE GEOPHYSICAL INTERPRETATION LABORATORY AND AN INTEGRATED INTERPRETATION OF HIGH-RESOLUTION AIRBORNE GEOPHYSICAL DATA OF THE ZAMBEZI, OTJOZONDJUPA AND OMAHEKE REGION, NAMIBIA

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

- 1. 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,

Nathanael 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 preproposal 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.

1.6

Conflict of Interest

- 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

A firm that has been engaged by the client to (i) 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 disqualified be from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example exploratory drilling, aerial surveys, 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 independent environmental prepare assessment for the same project, and a Client in Consultant assisting a privatization of public assets shall purchase, nor advise purchasers of, such assets.

Conflicting relationships

Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.
- 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- No agency or current employees of the Client shall 1.6.3 work as Consultants under their own Public Entity(s). Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates 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. 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 party²;
 - (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 obligation³;
 - (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 party⁴;
 - (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 party⁵;
 - (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or

¹ 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.

² "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.

³ 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.

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

⁵ "Party" refers to a participant in the selection process or contract execution.

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

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

Eligibility of Sub-Consultants

1.9

1.10

In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.

Origin of Goods and Consulting Services

Goods supplied and Consulting Services provided under the Contract may originate from any country except if:

- (i) as a matter of law or official regulation, the Republic of Namibia prohibits commercial relations with that country; or
- (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.

Only one Proposal

1.11 Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.

Proposal

1.12 The **Bidding Data Sheet** indicates how long Consultants' Proposals must remain valid after the submission date. During

Validity

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.

2. Clarification and Amendment of RFP Documents

2.1

- Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **Bidding Data Sheet** 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 **Bidding Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
 - (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 subconsultancy, it may associate with either (a) nonshortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Bidding Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as 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;
- (ii) have an original valid good Standing Tax Certificate;
- (iii) have an original 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) Points (i to v) above are not applicable to International company

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

For the FTP only: a brief description of the (a) 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 Assignments completed ioint venture.

- individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
 - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
 - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form

TECH-5 of Section 3).

- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staffmonths input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Bidding Data Sheet** specifies training as a specific component of the assignment.
- (h) the Bid-Securing Declaration, in accordance with ITB Clause 3.3(e), as specified in the **Data Sheet**;
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

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.
- 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.
- The original and all copies of the Technical Proposal shall be 4.4 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

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

for QCBS, FBS, and LCS)

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 (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**: S = St x T% + Sf x P%. The firm achieving the

highest combined technical and financial score will be invited for negotiations.

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

6. Negotiations

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

Technical negotiations

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

6.4

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

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 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	Name of the Client: Ministry of Mines and Energy
	Method of selection: the technical quality of the proposal, the relevant experience of the contractor, the expertise of his/her key staff members, the proposed work methodology, as well as the price of the proposal
1.2	Financial Proposal to be submitted together with Technical Proposal: No Name of the assignment is: THE UPGRADE TO THE GEOPHYSICAL INTERPRETATION LABORATORY AND AN INTEGRATED INTERPRETATION OF HIGH-RESOLUTION AIRBORNE GEOPHYSICAL DATA OF THE ZAMBEZI, OTJOZONDJUPA AND OMAHEKE REGION, NAMIBIA
1.3	A pre-proposal conference will be held via a virtual platform (Zoom or Microsoft team): No] N/A
	The Client's representative is: JP Mubita and Simeon Shilamba Address: Ministry of Mines and Energy Telephone: +264 61 284 8143; +264 64 4105810 E-mail: <u>John-Paul.Mubita@mme.gov.na</u> or <u>Simeon.Shilamba@mme.gov.na</u>
1.4	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.
1.5	The Client envisages the need for continuity for downstream work:
1.6	Proposals must remain valid after the submission date, i.e. until: 18 October 2021

2.1	Clarifications may be requested not later than 14 days before the closing date.
	The address for requesting clarifications is:
	Nathaniel Musenge Head of Procurement Management Unit & Secretary for PC Tel: +264 61 284 82358 Email: ProcurementManagement@mme.gov.na
3.1 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: No
3.2	The format of the Technical Proposal to be submitted is: FTP [check the applicable format]
3.3 (g)	Training is a specific component of this assignment: No [If yes, provide appropriate information]:
3.4	The following below will be borne by the consultant/Bidder
	(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;
	(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;
	(3) cost of office accommodation, investigations and surveys;
	(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;
	(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;
	(6) cost of printing and dispatching of the reports to be produced for the Services;
	(7) other allowances where applicable and provisional or fixed sums (if any);

	and	
	(8) cost of such further items required for purposes of the Services not covered in the foregoing.	
3.5	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes	
	If affirmative, the Client will:	
	(a) reimburse the Consultant for any such direct taxes paid by the Consultant on its remunerations: [No];	
	(b) pay such taxes on behalf of the Consultant: [No]	
	(local Consultants will be subject to all taxes payable and should therefore submit their financial proposals inclusive of taxes.)	
4.1	Since the consultancy contract is estimated for an amount above N\$ 500 000.00, 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. The name and position held by each person signing the authorization must be typed or printed below the signature. Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.	
4.2	Consultant must submit the original and 2 copies of the Technical Proposal, and the original of the Financial Proposal.	
4.3 & 4.4	The Proposal submission address is: Ministry of Mines and Energy, Ground Floor, Block F1, Room F1 005,	
	Proposals must be submitted not later than the following date and time:	
	18 October 2021 @ 10:00 am	

Γ		
5.1 (a)	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: <u>Points</u>	
	(a). Understanding of the Project and deliverables [14]	
	(b). Equipment and Instrumentation i. Computer workstations (s) x 3 ii. Installation of A0 plotter and printers (s) x 1 Total points for criterion (b): [8]	
	(c) Key professional staff qualifications and competence for the assignment:	
	i) Team Leader (may be one of the below) x1 [5] ii) Interpretation Geophysicist x 1 [15] iii) Geologist x 1 [10] Total points for criterion (c): [30]	
	(d) Interpretation and deliverables plan (i) Interpretation methodology (geological interpretation of geophysical data) [18]	
	Total points for the four criteria: [70]	
	The minimum technical score required to pass is: 45 Points	
5.2	The formula for determining the financial scores is the following: [Insert either the following formula] Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration. [or insert another inversely proportional formula acceptable to the Client] The weights given to the Technical and Financial Proposals are:	
	T = 0.7 P = 0.3	
6.1	Expected date and address for contract negotiations:	
7.1	Expected date for commencement of consulting services 01 November 2021 _at: Ministry of Mines and Energy, Windhoek	

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
Form TECH-2: Consultant's Organization and Experience	30
A - Consultant's Organization	30
B - Consultant's Experience	31
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart	
Staff and Facilities to be Provided by the Public Entity	32
A - On the Terms of Reference	32
B - On Counterpart Staff and Facilities	33
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the	
Assignment	.34
Form TECH-5: Team Composition and Task Assignments	.35
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff	.36
Form TECH-7: Staffing Schedule Error! Bookmark not define	ed.
Form TECH-8 Work Schedule	.40

Form TECH-1: Technical Proposal Submission Form

[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 envelope¹.

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

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,

^{1 [}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."]

^{2 [}Delete in case no association is foreseen.]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

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

Assignment name:

Location within country:

Country:

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. Minimum three assignment.]

equivalent):

Approx. value of the contract (in current N\$

Duration of assignment (months):

Name of Client:	Total № 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

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

Form TECH-5: Team Composition and Task Assignments

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

(-

Form 1 ECH-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]: _

From [Year]: ____ To [Year]: Positions held: Employer:

*	77
	Assigned
-	Lasks
-	Detailed
7	11.

[List all tasks to be performed under this assignment]

Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: Location: Year:

Client:

Main project features: Positions held:

Activities performed:

13. Certification:

my experience. I, the undersigned, certify that to the I understand that any wilful misstate

elief, this CV correctly describ ad to my disqualification or dis Date: Day/Month/Year	i, and understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.	
	, une undersigned, certuly that to the best of my knowledge and belief, this CV correctly describes myself, my qualif understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.	1

Form TECH-7: Staffing Schedule¹

ž	Name of Staff					Staf	T input	(in the	form	Staff input (in the form of a bar chart)	chart)	2				Total s	Total staff-month input	h input
		1	7	3		4	5	9	7	8	9	10	11	12	п	Home	Field ³	Total
Foreign	ign																7	
_		[Home]								AR STREET, WITH THE STREET, WAS TO S								
		[Field]																
2					-													
3					+													
п																		
					-	-						Subtotal	tal					
Local	ı																	
-		[Home]																
		[Field]			+	+	1											
2																		
u																		
												Subtotal	tal					
												Total						
1	. 1'JJ 'DI . J W	1-1-	1.1.1.			11	11.	U	7. 33-70 7	1-	11 1.	1:	L	, , , , , ,	A. J. C.		33-4-1	1000

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

Part time input Full time input

Form TECH-8 Work Schedule

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

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

Appendix to Bid Submission Form

BID SECURING DECLARATION

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

Date:	
Procur	rement Ref No.:
То:	The Executive Director Ministry of Mines and Energy Private Bag 13297 Windhoek, Namibia 6 Aviation Road
	understand that in terms of section 45 of the Act a public entity must include in the bidding ent the requirement for a declaration as an alternative form of bid security.
I/We* a	accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of
(a) of valid	a modification or withdrawal of a bid after the deadline for submission of bids during the period ity;
(b)	refusal by a bidder to accept a correction of an error appearing on the face of a bid;
(c) the bide	failure to sign a procurement contract in accordance with the terms and conditions set forth in ling document, should I/We* be successful bidder; or
(d) by the b	failure to provide security for the performance of the procurement contract if required to do so pidding document.
I/We* 1 Bidder	understand this bid securing declaration ceases to be valid if I am/We are* not the successful
	: signature of person whose name and capacity are shown]
Capacit [indica	ty of: te legal capacity of person(s) signing the Bid Securing Declaration]
	complete name of person signing the Bid Securing Declaration]
Duly au	uthorized to sign the bid for and on behalf of: [insert complete name of Bidder]
Dated of [insert	on day of,,
[Note*: the join	ate Seal (where appropriate) In case of a joint venture, the bid securing declaration must be in the name of all partners to the venture that submits the bid.] 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.]

Form FIN-1: Financial Proposal Submission Form	.44
Form FIN-2: Summary of Costs	.46
Form FIN-3: Breakdown of Costs by Activity	.47
Form FIN-4: Breakdown of Remuneration (Time-Based)	.48
Form FIN-5: Breakdown of Reimbursable Expenses (Time-Based)	.49
Appendix: Financial Negotiations - Breakdown of Remuneration Rates	.50

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for THE UPGRADE TO THE GEOPHYSICAL INTERPRETATION LABORATORY AND AN INTEGRATED INTERPRETATION OF HIGH-RESOLUTION AIRBORNE GEOPHYSICAL DATA OF THE ZAMBEZI, OTJOZONDJUPA AND OMAHEKE REGION, NAMIBIA 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 figures¹]. 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 below²:

Name and Address of Agents	Amount in Namibian Dollars	Purpose of Commission or Gratuity
We understand you a	re not bound to accept any Pro	posal you receive.
•	- 1.00 00 man to move _F , 1	,
We remain,		
Yours sincerely,		
Authorized Signature	[In full and initials]:	
Name and Title of Sig	gnatory:	
Name of Firm:		
Address:		

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 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 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 Activity¹

Current of Antirities (Blosso).2	Description: ³
Group of Activities (Flass):	1. Laboratory upgrade to a standard geophysical interpretation unit
and perform interpretation of high-resolution 2. Interpretation of Omaheke region	2. Interpretation of Omaheke region
of geophysical data of three areas namely 3.Interpretation of Otjozondjupa region	3.Interpretation of Otjozondjupa region
Zambezi, Otjozonajupa and Omaneke	4. Interpretation of Zambezi region
	Costs
Cost component	In Namibian Dollars (N\$) ⁴
Remuneration ⁵	
Reimbursable Expenses ⁵	
Subtotals	

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.

Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8. Short description of the activities whose cost breakdown is provided in this Form.

Use the same columns and currency of Form FIN-2.

Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration¹ (Time-Based)

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

				(T T T T T T T T T T T T T T T T T T T
Name ²	Position ³	Staff-month	Input ⁵	gr
		Rate4	(Staff-months)	
Foreign Staff				
		[Home]		
		[Field]		
Local Staff				
		[Home]		
		[Field]		
			Total Costs	

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

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

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

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

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. 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 Expenses¹ (Time-Based)

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

		and and and	וכוו מוני דמוויר שמזכת	a farma	(Time some series of the first time series of the first time series of the first time fall)
No	Description ²	Unit	Unit Cost ³	Quantity	[Namibian Dollars] ⁴
	Per diem allowances	Day			
	International flights ⁵	Trip			
	Miscellaneous travel expenses	Trip			
	Communication costs between [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 6				
			Total Costs		
ı					

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. 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
3 Indicate unit cost and currency.
4 Use the same columns and currency of Form FIN-2. Indicate the cost of each reimbursable item in the column of Indicate route of each flight, and if the trip is one- or two-ways.
5 Indicate route of each flight, and if the trip is one- or two-ways.

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

(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:

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

Or

Leave Cost = [(salary + bonus + housing subsidy + transport)/260 X 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

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 Rega	arding Costs and Charges
We hereby confirm that:	
(a) the basic salaries indicated in the attached tab and reflect the current salaries of the staff members l within the normal annual salary increase policy as app	isted which have not been raised other than
(b) attached are true copies of the latest salary slip	os of the staff members listed;
(c) the away from headquarters allowances indihave agreed to pay for this assignment to the staff me	
(d) the factors listed in the attached table for soci firm's average cost experiences for the latest three y statements; and	
(e) said factors for overhead and social charges deprofit-sharing.	o not include any bonuses or other means of
[Name of Consulting Firm]	-
Signature of Authorized Representative	Date
Name:	-
Title:	-

Consultant's Representations Regarding Costs and Charges

(Expressed in Namibian Dollars)

	T	_	_	 _		_	_	
8	Proposed Fixed Rate per Working Month/Day/Hour ¹							
7	Proposed Fixed Rate per Working Month/Day/Hour							
9	Away from Headquarters Allowance							
5	Fee ²							
4	Subtotal							
3	Overhead ¹ Subtotal							
2	Social Charges ¹						1	
1	Basic Salary per Working Month/Day/Year							
nnel	Position	Office			pl			
Personnel	Name	Home Office			Field			

Expressed as percentage of 1
 Expressed as percentage of 4

Section 5. Terms of Reference

APPENDIX 1

TERMS OF REFERENCE AND SPECIFICATIONS

FOR

THE UPGRADE TO THE GEOPHYSICAL INTERPRETATION LABORATORY

AND

AN INTEGRATED INTERPRETATION

OF

HIGH-RESOLUTION AIRBORNE GEOPHYSICAL DATA

OF

THE ZAMBEZI, OTJOZONDJUPA AND OMAHEKE REGION, NAMIBIA

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EXECUTIVE SUMMARY AND SCOPE OF WORK

The Ministry of Mines and Energy (MME), Department of Geological Survey of Namibia (GSN), invites experienced geophysicists and geoscientists from similar Institutions, Universities, ITC service providers, airborne geophysics companies or interpretation geophysicists and geologists to tender and provide ITC & interpretation services to the Geophysics Division of the GSN, Ministry of Mines and Energy.

The GSN finds it appropriate to separate the services into two distinct parts. The first part, A, known as the 'Laboratory Upgrade' will be the hardware upgrade to the existing geophysical interpretation laboratory and the second part, B, which will follow upon completion of A, will be the interpretation of high-resolution geophysical data of the three areas, namely "The Zambezi Interpretation", "The Otjozondjupa Interpretation" and "The Omaheke Interpretation".

A: The Laboratory Upgrade

This part consists of the acquisition and installation of 3(three) powerful dual-processor computing workstations, networking switches, installation of existing A0 plotter and printers, installation of existing interactive whiteboard system and communication technologies. These items will be installed in the laboratory of the Geophysics Interpretation Unit. In addition, this includes the installation of appropriate operating systems and relevant and licensed geophysical software, functionality testing, training and integration of the new computing facilities into the GSN network. It is envisaged that the work will be completed within three (3) months and undertaken by one geophysicist/ITC services provider;

B: The Interpretation Project

The purpose of this part is to provide Interpretation methodologies, expertise and guidance to GSN geophysicists and geologists conducting integrated interpretation of high-resolution airborne geophysical data of the three regions Zambezi, Otjozondjupa and Omaheke in north eastern and central part of Namibia. These areas were chosen as part of the interpretation of nationwide geophysical data and to stimulate economic development of a largely unexplored and potentially mineral-rich region. The GSN anticipates the duration of this project to be four (4) years and requires the services of two (2) full time geoscientists working on the project i.e. at least one (1) interpretation geophysicist plus one (1) geologist.

1. INTRODUCTION/ BACKGROUND

- 1.1 The Geological Survey of Namibia (GSN), a Department within the Ministry of Mines and Energy, promotes geoscientific information to attract investment for mineral exploration and sustainable development. In 1994, the GSN embarked on a program of high-resolution airborne magnetic and radiometric surveys focusing on the acquisition and distribution of modern geophysical data for the minerals sector.
- 1.2 The main survey parameters adopted for this program were 200 metre line spacing with a nominal terrain clearance of 80 metres clearly demonstrating the high quality of the data. To date the current national coverage stands at 97% with over 4.4 million line-kilometres of survey data acquired at a cost approaching USD 22 million. These data have been distributed to exploration companies at a nominal cost of N\$ 1.00 (0.15 USD) per line-kilometre and Government has been rewarded by increased exploration investment and activities leading towards the discovery of new mineral deposits.
- 1.3 Although the program has so far concentrated on data acquisition to attain virtually complete national coverage, it has always had the value additional objective of establishing a Geophysics Interpretation Unit to provide integrated geophysical and geological interpretation of the data to further promote mineral exploration. In 2000, the European Union SYSMIN program funded a technical assistance program for the interpretation of selected areas and the establishment of an interpretation unit in the Geophysics Division of the Geological Survey through appropriate training and technology transfer. Unfortunately, this project was only partially successful and although some maps of selected areas were produced by the contractor, BRGM, complete technology transfer could not be achieved due to professional staff limitations within the GSN.
- 1.4 Professional staff levels within the GSN have improved significantly in recent years to such an extent that the GSN now wishes to upgrade the Geophysics Interpretation Unit. It is considered that this can be best achieved through a contract between the GSN and similar institutions, universities or a team of independent service providers to upgrade the Interpretation facilities and to provide training in geophysical interpretation. This project commenced with data from the //Karas Region in southern Namibia, and it has now been moved to the central and north eastern Namibian regions.

2. GEOPHYSICAL INTERPRETATION LABORATORY

2.1 The Geophysics Interpretation Laboratory was established in 2000 as part of a technical assistance project funded by the European Union SYSMIN program. It is

currently equipped with a smart board and an HP Design Jet Z2100 photo printer. If the tenderer finds the interpretation laboratory to be below standard, he/she may provide GSN with recommendations and upgrade the laboratory facility to a reasonable standard.

- 2.2 The Geophysics Division does however have a wide range of fully maintained geophysical software which is available to support the Interpretation project. The available software includes Geosoft, Intrepid, GeoModeller, ER Mapper, ARC GIS, ARC INFO and EMCON.
- 2.3 The interpretation laboratory workstations will be linked to the GSN computer network to enable map production using existing GSN printers.
- 2.4 It is the responsibility of the Geophysicist/ITC services provider to ensure that a fully integrated and functional high-performance computing laboratory is delivered. All workstations must have an appropriate operating system and the currently available geophysical software installed and fully operational. Ideally, the installed workstations should operate as an independent high-performance cluster and be visible on the GSN network. They must be able to communicate with the existing Interactive whiteboard system, data servers, all printers and A0 plotter. The minimum technical specifications for the workstations, plotter, Interactive whiteboard system and peripherals are given in the Appendix.
- 2.5 Once the upgrade of the Geophysics laboratory is completed and operational it is expected that the geophysicist/ITC service provider will train GSN/IT staff in the operation, debugging and maintenance of the installed systems. During this training, the geophysicist/IT service provider will be required to conduct a review of the facilities in conjunction with GSN/IT staff on any additional requirement regarding hardware, software, peripherals and additional training required to enhance the performance and capabilities of the Interpretation Laboratory and GSN staff.

3. INTERPRETATION OF THREE REGIONS

3.1 General

The purpose of this part of the tender is to provide additional expertise to the Namibian geophysicists and geologists involved in the Interpretation project. The successful tenderer will be responsible for providing overall guidance and mentorship, adopt an interpretation methodology, supervise ground truth verification and assist with the preparation of an interpretation report including the production of relevant maps and images.

3.1.1 It is anticipated that each regional Interpretation will be completed in ten (10) months, therefore in order to complete all three regions, a minimum of three years is required. The fourth year, 2025 will be used to reconcile all outstanding data material, marketing of data and preparation of the new interpretation area. To achieve this, the Interpretation team will require a minimum of 18 manmonths but will not exceed 20 man-months. At the end of each interpreted area

- the Tenderer should provide GSN with a full comprehensive interpretation report, this will be a prerequisite before commencing a new area.
- 3.1.2 It is therefore envisaged that the interpretation team will consist of GSN geophysicists and geologists supported by at least one if not two full time geoscientists, with one geoscientist having extensive experience in processing and interpretation of airborne geophysical data and one with experience in geological interpretation and field verification. It is assumed that one of these will be responsible for project management and provide a point of contact with the Namibian Project Coordinator.
- 3.1.3 In cases where a full time resident geoscientist or even a part time geoscientist is proposed, it is expected that additional multidisciplinary support will be available from appropriately qualified and experienced personnel. Full curriculum vitae of all prospective geoscientists to be engaged on the project must be provided, whether full time, part-time or as short-term services providers.
- 3.1.4 The tenderer & GSN should be able to agree on activities that may be seen necessary to the geophysics division that may add value to the regional interpretation project in terms of capacity building.

3.2 Overview and Project Motivation

- 3.2.1 The national airborne magnetic and radiometric coverage of Namibia is probably second to none within Africa and complements the existing geological and regional geophysical map coverage of the country. The simplified geological map of Namibia shown in figure 1 clearly indicates those areas where the geology is relatively well exposed to areas where the geology is concealed by recent sediments. As already mentioned the release of the airborne geophysical data has increased mineral exploration within the country, but this remains largely centered on those areas with known geology.
- 3.2.2 In order to extend exploration activity to the areas where the geology is concealed, it is important that the existing data is interpreted to provide regional coverage and to complement and direct geological mapping programs. To achieve this, the GSN plans to systematically interpret the data commencing in the south and then to move to other areas on a priority basis. It is proposed that the geophysical interpretations will be presented at a regional scale and will be complemented by geological and mineral deposit maps at a similar scale. The exact scales will be agreed upon by the project manager and the Namibian project coordinator dependent on the initial preliminary interpretation. At the same time the interpretation will identify those areas requiring ground truth verification and more detailed geological mapping.

3.2.3 The proposed map sheets are shown in Figure 1 and the geology summarized in Table 1. However, as some of the regions are large, in some cases it may be desirable to subdivide the regions into districts.

Table 1: Geology summary per mapsheet

Sheet	Region	Geology
Α	//Karas	Namaqua and Gariep Belt
В	Hardap	Recent Sediments/Karoo
С	Erongo	Central Damara (Uranium) Belt
D	Omaheke	Concealed Central Damara
E	Kunene	Damara-Kaoko Belt/Kamanjab Epupa inliers
F	Otjozondjupa	Otavi Mountainland, (concealed)
G	Zambezi	Recent sediments/Karoo

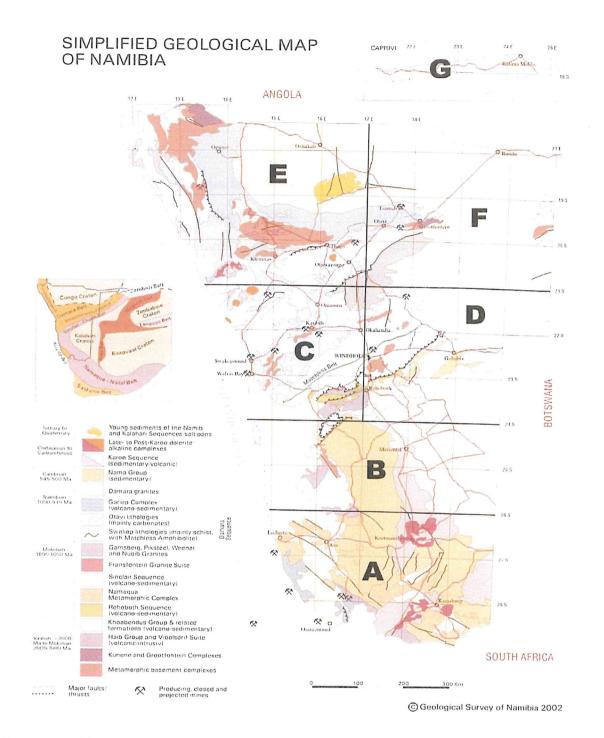


Figure 1: Simplified geology of Namibia divided into 7 (seven) different map sheets from A to G. The map sheets were divided based on the geology summary in Table 1.

3.3 Interpretation methodology

3.3.1 The GSN recognizes that geophysical interpretation methodology varies considerably and therefore wishes to assess the methodology advanced by the tenderer to achieve the objectives set out in the Scope of Work. Those wishing to collaborate in the interpretation project must submit curriculum vitae detailing

relevant expertise in geophysical data processing and geological interpretation. The tenderers are to submit full technical details on the methodology they would propose to adopt for a geological interpretation of geophysical data.

- 3.3.2 The methodology advanced by the tenderer will form the basis for the contract specifications but the tenderer should recognize, accommodate where possible, and address 3.3.3 to 3.3.6.
- 3.3.3 The interpretation report, maps and images will be presented on CD and made available to the mineral exploration community. Additionally a simplified executive report and a selection of the maps and images will be available on CD and in hard copy for Local Authorities, Regional, and District Councils.
- 3.3.4 All existing geological data required for this project, including open file reports from mineral exploration and mining developments will be made available to the interpretation project.
- 3.3.5 It should also be noted that the GSN has well equipped modern laboratory facilities for geochemical analyses of rock samples (STD and XRF). These GSN services will be made available to the project. Additionally, the GSN has two geometrics proton magnetometers, two 256 channel spectrometers, one PIMA spectrometer and two Scintrex gravity meters.
- 3.3.6 However, during the course of the interpretation, should the interpretation team identify the need for more modern or additional equipment, the specifications and reasons must be stated in a technical report, and the cost quoted in order for the GSN to motivate the purchase through the local tender procurement.
- 3.3.7 Similarly, should the project require additional physical properties testing of rock samples, either in the laboratory or in the field, the specifications, reasons and cost should be stated in a technical report to facilitate purchase.

4. TRAINING

- 4.1 The training of GSN personnel and IT staff (where appropriate) is an important element of the project and forms an integral part of the entire Interpretation project. It is required that most of this training/technology transfer is provided inhouse in the form of short courses and workshops provided by the interpretation team and in some cases relevant service providers. The duration of any course provided by service providers will be conducted over a period not exceeding 5 working days and the course content submitted as part of this tender.
- 4.2 The Ministry of Mines and Energy recognizes that human development is an important factor in sustainable development and in this regard, the GSN continually encourages staff to continue with appropriate post-graduate studies.
- 4.3 Furthermore, the GSN as a National Research Institution encourages the publication of scientific contributions in peer review journals or international

conference proceedings. This interpretation project will thus provide an ideal opportunity for such contributions.

5. PROJECT DELIVERABLES

At the end of the Interpretation project of each region, the following products are to be submitted to the Deputy Director, Geophysics Division, GSN. It is of the utmost importance to note that, only after the outlined products have been submitted in full will the next interpretation project commence on the new area. Any misrepresentation of data/products will be rectified on the Contractor's account.

- 5.1 Full interpretation report
- 5.2 Interpretation maps and images on CDs/hard drive including mineral occurrences & targets, geophysical structures & contacts and depth to magnetic basement maps.
- 5.3 Simplified executive report, maps & images on CDs for Local Authorities.
- 5.4 Power Point presentation

6. PROJECT MANAGEMENT & DURATION

6.1 Project Coordinator:

The technical assistance and geophysical interpretation is to be performed to the acceptance of a project coordinator who will be appointed by the Geological Survey of Namibia. The GSN project coordinator will provide liaison between the successful tenderer, GSN management and staff particularly with regard to their respective responsibilities and requirements.

6.2 Project Manager:

The successful tenderer will appoint a project manager who will submit summary monthly reports to the GSN project coordinator, and more detailed quarterly progress reports to the Director of mapping and geo-information as well as the the Deputy Permanent Secretary and the GSN project coordinator.

6.3 Technical Meetings:

The project coordinator and project manager will hold regular meetings to discuss project developments, standardize interpretation methodology and finalize map requirements. Minutes of these meetings will be copied to the Director of Mapping and Geo-information and circulated amongst project participants.

6.4 Invoices:

The project manager will be responsible for the submission of invoices timeously

through the GSN project coordinator for approval and subsequent payment.

6.5 Project duration:

It is anticipated that the interpretation of the three areas will be completed within a period of four (4) years commencing in July 2018. Should this Interpretation be completed within the contract period, the project will continue with the interpretation of other regions. Although it would be an advantage for the project manager to be based within Namibia for the duration of the interpretation, this is not essential as the required input could be conveyed to the project through periodic short visits of between 2-4 weeks duration.

7. PAYMENT SCHEDULE

The following payment schedule is proposed by the GSN. Tenderers may suggest alternatives and a payment schedule agreeable to both parties will be concluded before contract signature.

7.1 A: Geophysical Interpretation Laboratory.

Equipment:

Payment on submission of invoices and delivery.

Geophysicist/ITC service provider:

Monthly payments on submission of invoices less 10% of professional fees withheld until completion of the services outlined in Section 2.4 and 2.5.

7.2 B: Interpretation (Zambezi, Otjozondjupa and Omaheke Regions).

Monthly payments:

Payments will be made monthly based on the work done to cover professional fees, allowance, etc on submission of invoices to cover the cost of personnel visits in accordance with the rates stipulated in the tender. NB: Invoices should be accompanied by a work summary performed in the month to be paid for.

Final payment:

To ensure compliance with the tender, the final monthly payment will be withheld until completion of the project per region to the satisfaction of the project coordinator.

8. TENDERS

8.1 Technical Submission

8.1.1 Tenderers must provide full technical specifications of all equipment to be

acquired as part of the tender.

- 8.1.2 Tenderers are encouraged to advance their philosophy towards an interpretation methodology which will provide guidance and mentorship to DGS personnel, while providing an interpretation report with maps and images of the interpreted region.
- 8.1.3 Tenderers must provide comprehensive curriculum vitae of all personnel who will be engaged in the project, either full time, part-time or available for short-term consultancies. Their particular field of expertise and relevance to the interpretation must be clearly stated.
- 8.1.4 Tenderers must provide a proposed time schedule in the form of a bar chart indicating the time frames for activities, namely the upgrade of the Geophysics Interpretation Laboratory (if appropriate), geophysical processing and structural/geological interpretation, training, field verification including borehole drilling, final reporting and map generation.
- 8.1.5 Tenderers must submit a list of similar projects undertaken and include any other relevant information in support of their submission.

8.2 Quotations

- 8.2.1 Tenderers are requested to quote using a suggested standard quotation form as provided in Section 9.
- 8.2.2 The standard quotation form is in two parts namely A: The Geophysics Laboratory and B: Regional Interpretation.
- 8.2.3 It should be noted that the Regional Interpretation per region must not be less than 18 man-months and not exceed 20 man-months as outlined in Section 3.1.

9. CLARIFICATIONS

Clarification regarding aspects of this tender can be addressed to

The Deputy Permanent Secretary

Department: Geological Survey of Namibia

Private Bag 13297

Windhoek

NAMIBIA

Tel - 264 (0) 61 284 8111 / Fax - 264 (0) 61 249 144

Enquiries should refer to 'Geophysical Interpretation'.

E-mail addresses:

Mr. J.P. Mubita (Chief Geoscientist)

John-Paul.Mubita@mme.gov.na

Mr. S. Shilamba (Senior Geoscientist)

Simeon.Shilamba@mme.gov.na

10. STANDARD QUOTATION FORM

Total:

A: Geophysics Laboratory (3 months) Section A.1: Equipment Workstation: N\$..... N\$..... Optional peripherals: Section A.2: Installation (i) Geophysicist / ITC service provider Name:.... Salaries and Remuneration: N\$..... Break-down: Monthly rate: N\$..... Weekly rate: N\$..... Daily rate: N\$..... Housing and subsistence (non-resident only) N\$..... Monthly rate: N\$..... Weekly rate: N\$..... Daily rate: N\$..... Air fares: (non-resident only) N\$..... **Total Tender** Sub-total (Equipment) N\$..... Sub-total (Installation) N\$.....

N\$.....

B: Geophysics interpretation (10 months per region)

Section B.1: Project Manager

(ii) Full time (Resident and non-resident)	
Name:	
Duration:	
Salaries and Remuneration: Monthly rate: Weekly rate: Daily rate: Allowances (if applicable): Housing and subsistence Monthly rate: Weekly rate: Daily rate:	N\$
Air fares: (non-resident only)	N\$
OR (i) Part time (resident and non-resident) Name: Duration:	
Salaries and Remuneration: Monthly rate: Weekly rate: Daily rate: Allowances (if applicable):	N\$
Housing and subsistence Monthly rate: Weekly rate: Daily rate: Air fares: (non-resident only)	N\$
Section B.2: Support Geoscientist(s) (i) Full time (Resident and non-resident) Name:	
Duration:	

Salaries and Remuneration:	N\$
Monthly rate:	N\$
Weekly rate:	N\$
Daily rate:	N\$
Allowances (if applicable):	
Housing and subsistence	N\$
Monthly rate:	N\$
Weekly rate:	N\$
Daily rate:	N\$
Air fares: (non-resident only)	N\$
AND/OR	
(ii) Part time (resident and non-resident)	
Name:	
Duration:	
Salaries and Remuneration:	N\$
Monthly rate:	N\$
Weekly rate:	N\$
Daily rate:	N\$
Allowances (if applicable):	
Housing and subsistence	N\$
Monthly rate:	N\$
Weekly rate:	N\$
Daily rate:	N\$
Air fares: (non-resident only)	N\$
Total Tender	
Sub-total (Equipment)	N\$
Sub-total (Interpretation)	
N\$	
Total:	N\$

APPENDIX 2: TECHNICAL SPECIFICATIONS

The Geophysics computing Laboratory will require as a minimum the internal hardware proposed in the technical specifications below or hardware equivalent to the specification as listed below:

Workstation hardware:

- Boards: To accommodate dual Xeon 56xx series processors, 2x Gigabit LAN, and provision for 96GB RAM
- Intel Xeon 56xx series hexa-core processors (x2) not less than 2.8GHz and 1333MHz FSB
- At least 16 GB DDR3-1333MHz RAM
- 1.2TB SAS harddrives in RAID1 configuration with built-in redundancy.
- Mid-level 3D nVidia Quadro series or V8800 ATi FirePro series workstation graphics capable of running dual monitors and have at least 2GB onboard RAM.
- UPS
- Dual 30" or 27" HD monitors per workstation

Networking switches:

Gigabit Ethernet switches and interconnectivity for high data transfer

APPENDIX 3: EVALUATION CRITERIA

The Ministry will follow these evaluation criterions in evaluating this tender

Stage I

Stage I will constitute a review in determining which tenderer complies with all of the mandatory requirements. A tender that does not comply with all of the mandatory requirements will be disqualified henceforth and will not proceed to the next step.

Stage II

This stage consists of a scoring by the Ministry for all Tenderers that passed Stage I. Tenderer must achieve a minimum score of 50 points of the cumulative points assigned for this Stage II of the evaluation. Submissions that do not achieve this minimum score will not proceed to Stage III and will not be evaluated further.

Stage III

In addition to the 50% point score or higher attained in Stage II, Stage III will constitute the pricing of the tender. Pricing will be scored only using the overall total of the attached **10. Standard Quotation Form**. This is to be undertaken after the evaluation of Mandatory requirements and any related requirements has been completed.

Cumulative Score

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and, subject to satisfactory reference checks and the express and implied rights of the Ministry, the highest scoring tenderer will be selected for the job.

Stage I - Mandatory Requirements

This tender submission document must be completed in full and making use of attaching extra documents/information where necessary, under no circumstances will a Tenderer make changes to any part of this tender document or forms. Any such changes will constitute disqualification and such Tenderer will not proceed further.

All mandatory certificates such as: Founding Statement of the Business registration, Certificates of Good Standing with Ministry of Finance and Social Security Commission, Affirmative Action certificate from the Office of the Employment Equity Commissioner, Certificate of Registration as an SME from the Ministry of Industrialisation, Trade and SME development if applicable should accompany this tender submission. Any company found not to be in good standing with the above-mentioned Offices/Ministries/Agencies will be disqualified.

References

Each Tenderer must include a properly completed reference list. References should be from persons or organisations for which the Tenderer has successfully provided geophysical or geological services similar to the Deliverables of this submission within the past three (3) years. The name, telephone number and address of a contact person and a brief outline of the

nature of the goods and services provided should be included for each reference. The Ministry reserves the right to contact references other than those offered and to verify the tenderer's statements. Any false information from Tenderers that may be provided to this Ministry in order to gain advantage over other companies will lead to disqualification of such company.

Stage II - Evaluation of Rated Criteria

(a) Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the tender:

This section outlines the specific criteria that will be used in determining how satisfactorily a tenderer has addressed the requirements identified in this tender. Each category of the rated criteria will be evaluated separately using separate criteria. Consequently, it is important that submissions clearly provide all the necessary information for each rated criteria category so that a thorough assessment of the tenderer's experience and qualifications can be made.

Rated Criteria Category	Weighting (Points)
Understanding of the Project & Deliverables	10
Selection of Equipment to be used	20
Skill and Experience in interpretation geophysics	20
Deliverable plan	10
Ability to supply qualified staff and equipment	10
Total available points	70

Tenderer must achieve a **minimum score of 50 points** of the cumulative points assigned for this Stage II of the evaluation. Submissions that do not achieve this minimum score **will not proceed to Stage III** and will not be evaluated further.

It is strongly recommended that the proponent organize its proposal to address each rated criterion in a logical fashion, either in the order given, or by referencing specific parts of its tender. The tenderer should provide a response to each component of the rated criteria described in Appendix 2, Stage II-Evaluation of Rated Criteria.

(b) Understanding of the Project and Deliverables (10 points)

The tenderer is required to demonstrate an understanding of the project and deliverables. The Tenderer is requested to provide the following information:

- (i) a narrative executive summary of the Tenderer's understanding of the project tasks; **(4 points)**
- (ii) a narrative executive summary of the Tenderer's understanding of the deliverables; (3 points)
- (iii) a review of geological or geophysical final products prepared by the Tenderer on previous or current projects. (3 points)

Scoring will be based on an assessment of the Tenderer's executive summary and ability to prepare the deliverables. The Tenderer must demonstrate that he/she is capable of preparing all of the products listed in Section 5 (Project Deliverables).

(c) Selection of equipment to be used (20 points)

The Tenderer is required to demonstrate a good understanding in the choice of equipment and that he/she can supply equipment & instrumentation suitable in completing the project, from both logistical and technical perspectives as specified in the Project Deliverables.

(d) Skill and experience in interpretation geophysics (20 points)

The tenderer is required to demonstrate extensive geophysical and geological experience, particularly with regards to geophysical interpretation. The Tenderer is requested to provide the following information:

- (i) the names of the project leader and key project team personnel, and their responsibilities for the project; (3 point)
- (ii) a brief description of the Tenderer, including a history and an outline of the Tenderer's experience relevant to provision of the deliverables; (5 points)
- (iii) CVs of each member of the proponent's team, including field staff; (5 points)
- (iv) a summary list of geophysical interpretation experience, including client name and location of study area. Experience working for government agencies if any. Indicate "Name withheld" if a client name cannot be used; and (5 points)
- (v) a review of the Tenderer's safety record for all geophysical and geological surveys done in the past. (2 points)

Scoring will be based on an assessment of the depth of the Tenderer's experience relevant to the project, the strength of the tenderer's team and the tenderer's history of delivery of services relevant to the Project.

(e) Deliverable Plan (10 points).

The Tenderer is required to prepare a plan that addresses all stages of the project as specified in the Deliverables.

The Ministry's QA/QC Geophysicist or Technical inspector will base scoring on an assessment of the Tenderer's plan to execute the project and prepare the deliverables, while meeting deadlines set out in this tender and accommodating the need for input.

(f) Ability to supply qualified staff and equipment (10 points)

The Tenderer is required to demonstrate that it will provide sufficient qualified staff, material resources and backup resources through all stages of the project

Scoring will be based on an assessment of the proponent's demonstrated ability to supply the necessary resources and contingency plan in the event of resource changes.

Stage III - Evaluation of Pricing

(a) Pricing

Total Points 30 points

Pricing will be scored based on a relative pricing formula using the Lump Sum Total provided in **10. Standard Quotation Form**.

Each Tenderer will receive a percentage of the total possible points allocated to price for the particular category it has bid on by dividing that tenderer's price for that category into the lowest bid price in that category.

For example, if the lowest bid price for a particular category is N\$120.00, that tenderer receives 100% of the possible points for that category (120/120 = 100%), a tenderer who bids \$150.00 receives 80% of the possible points for that category (120/150 = 80%) and a proponent who bids N\$240.00 receives 50% of the possible points for that category (120/240 = 50%).

Lowest rate

----- x Total available points = Score for tender with 2nd lowest rate 2nd lowest rates

Lowest rate

----- x Total available points = Score for tender with 3rd lowest rate 3rd lowest rates

etc. for each tender

Cumulative Score and Selection of Highest Scoring Tenderer

At the conclusion of Stage III, all scores from Stage II and Stage III will be added and, subject to satisfactory reference checks, completed security clearances (if required) and the express and implied rights of the Ministry, the highest scoring proponent will be awarded the t