



**NAMIBIA UNIVERSITY
OF SCIENCE AND TECHNOLOGY**

Office of the Bursar

13 Jackson Kaujeua Street
Private Bag 13388
Windhoek
NAMIBIA

T: +264 61 207 2066
F: +264 61 207 9066
E: bursar@nust.na
W: www.nust.na

REQUEST FOR PROPOSAL

**FOR THE PROVISION OF EXTERNAL AUDIT SERVICES FOR THE NAMIBIA UNIVERSITY OF SCIENCE
AND TECHNOLOGY FOR FIVE (5) YEARS**

PROCUREMENT NO: SC/RFP/NUST- 007/2022

**Namibia University of Science and Technology, 13 Jackson Kaujeua Street, Private Bag 13388,
Windhoek, NAMIBIA**

Telephone: +264 61 207 2020; Fax: +264 61 207 2966; Email address: bidbox@nust.na



REQUEST FOR CONSULTANCY SERVICES

LETTER OF INVITATION

Dear Service Provider

Subject: **Request for Consultancy Services for the provision of external audit services for the Namibia University of Science and Technology for five (5) years**

1. You are invited to submit a proposal for consulting services to provide external audit services for the Namibia University of Science and Technology financial for five (5) years.
2. This RFP's objectives are to identify, evaluate and appoint an audit firm capable of performing the External Audit Services of NUST. The procurement process of NUST will be followed, and the award depends on the recommendations made by the Bid Evaluation and Procurement Committees of NUST.
3. The following documents are enclosed to enable you to submit your Proposal:
 - (a) the Terms of Reference (TOR) [**Annexure 1**];
 - (b) supplementary information for the service provider, including a suggested format of curriculum vitae [**Annexure 2**]; and
 - (c) a sample format of the Service Contract under which the service will be performed [**Annexure 3**].
 - (d) Evaluation Criteria [**Annexure 4**].
4. Any request for clarification should be forwarded in writing to Ms Rosemary Tjombonde-Kakuuai; Tel: +264 61 207 2020; Fax: +264 61 207 2966; email address: bidbox@nust.na.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in procurement in Namibia observe the highest standards of ethics during the procurement process and execution of contracts. Consultants are advised to consult the website of the Procurement Policy Office: www.mof.gov.na/procurement-policy-unit to acquaint themselves with the legislation related to public procurement in the Republic of Namibia.
6. **ELIGIBILITY**
 - (a) A firm/consultant under a declaration of ineligibility by the Government of Namibia following applicable laws at the deadline for bid submission shall be disqualified.
 - (b) Proposals from bidders appearing on the ineligibility lists of the African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

- (c) The firm/Consultant should submit a statement on past and present declaration of ineligibility by any local/international agency or any contract termination for unsuccessful completion of an assignment, giving adequate details to enable a fair assessment.

7. SUBMISSION OF PROPOSALS

- 7.1 The proposals from the prospective service provider shall be submitted in **TWO (2)** separate sealed envelopes marked **“Technical Proposal”** and **“Financial Proposal”** as indicated below:

PROCUREMENT REFERENCE NUMBER: SC/RFP/NUST – 007/2022

PROVISION OF EXTERNAL AUDIT SERVICES FOR NAMIBIA UNIVERSITY OF SCIENCE AND TECHNOLOGY FOR FIVE (5) YEARS

NAME OF THE BIDDING COMPANY AND CONTACT DETAILS

- 7.2 The Service Provider must submit four (4) hard copies of the Proposal as **one (1) original** and **three (3) copies**.
- 7.3 The Proposal should be delivered to the address indicated below:

Namibia University of Science and Technology

13 Jackson Kaujeua Street

Bid Box

Administration Building, First Floor

Windhoek, NAMIBIA

Quotations by post or hand delivered should be **dropped in the bid box** as indicated above and reach Namibia University of Science and Technology by the stipulated deadline. It is the bidder's responsibility to ensure that their bid drop in the bid box.

- 7.4 The deadline for the submission of tenders is as indicated below:

02 December 2022

12h00

- 7.5 The opening will be done internally. Opening register summary will be available on www.nust.na or to any bidder on request within three (3) working days.
- 7.6 The Financial Proposal should remain valid **180 days** from the bid closing date.
- 7.7 **Electronic submission will not be permitted. A late Bid will be rejected.**

8. DECIDING THE AWARD OF THE CONTRACT

Qualification and experience of the contractors shall be considered as the paramount requirement. The proposals will be evaluated based on a maximum of 70 marks for Technical Proposals and 30 marks for Financial Proposals. Proposals from the service provider should score at least 70 marks for the Technical Proposals to be retained for further consideration.

Only those bidders scoring 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Service Provider scoring the highest marks, and if the negotiation is not successful, the negotiation will move to the next best-ranked Service Provider and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost breakdown and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your pricing proposals.

9. RIGHTS OF A PUBLIC ENTITY

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

10. DURATION OF ASSIGNMENT

It is estimated that the assignment's minimum duration shall be **five (5) years, upon which firm rotation will be required**. You should base your Financial Proposal on these figures, indicating the working months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and an office outside Namibia should be indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

11. VALIDITY OF PROPOSAL

You are requested to hold your Proposal valid for **180 days** from the deadline for submission of proposals, during which period you will maintain, without change, your proposed price. The Namibia University of Science and Technology will do its best to finalise the agreement within this period.

12. ELIGIBILITY CRITERIA

To be eligible to participate in this Proposal exercise, you should attach the following mandatory documents:

- a) A valid registration certificate with the Public Accountants and Auditors Board (PAAB).
- b) Auditors' proof of registration with the Institute of Chartered Accountants of Namibia (ICAN).
- c) A valid certified copy of the Company registration certificate, clearly indicating

shareholders' and principals' contact details (*as registered with BIPA*) (**Attach certified copies of the Identification Document of all shareholders**).

- d) A valid original or certified copy of the company's good standing Tax Certificate from the Ministry of Finance.
- e) A valid original or certified copy of the company's good standing certificate from the Social Security Commission.
- f) A valid certified copy of the Affirmative Action Compliance Certificate or proof from the Employment Equity Commissioner that a bidder is not a relevant employer or exemption issued in terms of section 42 of the Affirmative Action Act, 1998.
- g) A written undertaking, as contemplated in Section 138(2) of the Labour Act, 2007.
- h) Submit signed Bid Submission Form.

13. COMMENCEMENT OF OPERATION

Assuming the contract can be satisfactorily concluded within **30 days**, you will be expected to take up/commence the operation in one (1) week.

14. TAX LIABILITY

Please note that the Service Provider will be responsible for paying the relevant tax and VAT liabilities.

15. INSURANCE

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

The Namibia University of Science and Technology would like to thank you for considering this invitation to submit proposals.

Yours faithfully,
Ms. Rosemary Tjombonde-Kakuuui
Secretary to the Procurement Committee

Enclosures:

- Annexure 1: Terms of Reference.
- Annexure 2: Supplementary Information to Service Provider.
- Annexure 3: Draft the Contract under which the service will be performed.
- Annexure 4: Evaluation Criteria.

TERMS OF REFERENCE

PART 1 Background

The Namibia University of Science and Technology (NUST) is a public entity established in terms of the Namibia University of Science and Technology Act No. 7 of 2015 (NUST Act). It is governed by the Companies Act 61 of 1973 and the Public Enterprise Governance Act No 1 of 2019. In terms of the NUST Act, the university must file audited financial statements no later than six (6) months after the end of each financial year. The university has a 31 December financial year.

NUST operates a main campus in Windhoek West, 13 Jackson Kaujeua Street and various satellite centres. It is directed and legally represented by a Council whose members are appointed by the Minister of Higher Education, Technology and Innovation (MHETI) in consultation with the Minister of Public Enterprises.

The Council delegates to the Vice-Chancellor the responsibility to implement the policies and objectives of NUST. It is against this framework that NUST seeks to appoint a firm to perform statutory audits on financial information the entity's management provides to its stakeholders.

Part 2 Scope and Approach

The external auditors will be required to perform the necessary audit work to enable them to express an audit opinion for each year ending 31 December on the Financial Statements and performance of NUST. The annual financial statements have been prepared in compliance with the International Financial Reporting Standards (IFRS). The accounting system used to prepare the financial records is an Enterprise application called Integrated Tertiary System (ITS), which integrates all finance, payroll, assets and project-related modules.

- (i) Audit the financial statements of the Namibia University of Science and Technology (NUST) for the financial years ending **31 December 2020, 31 December 2021, 31 December 2022, 31 December 2023 and 31 December 2024.**
- (ii) Provide an independent audit opinion on the annual financial report and performance information of the Namibia University of Science and Technology (NUST) for the financial years mentioned above. Assess whether the financial statements present fairly, in all material respects, the university's financial position, performance and cash flows in compliance with the IFRS.

1) Key Deliverables

- (i) Prepare an audit report for the financial statements for the years **2020, 2021 and 2022, 2023 and 2024**, respectively, in compliance with IFRS;
- (ii) Assess the accuracy and completeness of the internal control systems, including the general and application IT controls, and make recommendations for improvement;
- (iii) Work in conjunction with the internal auditors to provide combined assurance to NUST on the effectiveness of the internal control systems;
- (iv) Communicate audit findings to Management and ensure they are fully aware of the implications to the operations of NUST;
- (v) Review the financial information in the annual report before publishing;
- (vi) Attend and provide input to the Audit and Risk Committee and Council meetings, where necessary;
- (vii) Prepare a management report giving comments and observations on the accounting records, procedures, systems and controls that were examined during the audit;
- (viii) Report on the implementation status of recommendations about previous period audit reports;
- (ix) Provide a final audit report with recommendations to the Audit and Risk Committee (ARC).

2) Technical approach

- (i) Describe the Firm's Audit methodology/approach and the technology used in detail, including data analytical tools.
- (ii) Discuss the Firm's approach to relying on the work of Internal Auditors.
- (iii) If necessary, describe their approach to ensuring a seamless transition from predecessor auditors.

3) Capacity and experience

- (i) The total number of audit staff and staff that provide audit-related services in the following categories: partners, managers and other specialists and team members.
- (ii) Provide up-to-date CV's of all partners and managers that will form part of the audit team. The CVs should indicate, at a minimum, the level (supervisor, manager, etc.) and years of experience.
- (iii) Provide details of the technical departments (or equivalent departments) specialising in Information Systems/Technology, such as Certified Information Systems Auditor (CISA), Certified Information Security Manager (CISM) and Certified Internal Auditors (CIA). Details should be provided of the key partners and managers in these fields who can be regarded as specialists.

- (iv) Provide details of the Firm's audit engagements during the preceding five (5) years in the Public Sector.

4) Quality Control

Describe the Firm's quality control system and demonstrate that the Firm has established adequate quality control policies and procedures that comply with Auditing pronouncements.

5) Independence and objectivity

- (i) To ensure independence and objectivity. NUST discourages external auditors and their consulting arms or related entities from engaging in non-audit-related work.
- (ii) Provide details of all consulting work (description, amount and period) performed or performed by the audit firms for NUST during the past five (5) years 2021-2025. This also includes work performed or to be performed as subcontractors.
- (iii) Provide details of any possible conflict of interest and other information where independence and objectivity may be at risk. Indicate how the Firm would manage this should it be appointed as the auditor. (Please note that should the Firm be an established auditor, NUST will review the Firm's involvement in such consulting services).

6) Insurance

Provide details of local as well as international professional indemnity insurance.

7) Draft Engagement Letters

Please provide draft engagement letters and your standard terms and conditions for audit services to NUST.

Part 3: Facilities to be provided by NUST

Office space will be availed as and when required. NUST will facilitate any requirements for travel and accommodation outside Windhoek.

Part 4: Contract duration and fees

1) Duration of contract

The Firm will be appointed for five (5) years subject to the following conditions:

- Audit Risk Committee (ARC) of NUST confirmation based on evaluating the External Auditors' effectiveness, independence, and objectivity.

2) Payment

Payment will be made following the contract terms agreed with the audit firm.

SUPPLEMENTARY INFORMATION FOR SERVICE PROVIDERS

PROPOSALS

1. Proposals should include the following information as this form basis for evaluation:

(a) Technical Proposals

- i) The expertise of the Auditing Firm**– Detailed Company Profile describing the nature of the business, field of expertise, licenses, certifications, and accreditations. Attaching all **mandatory documents** as required under Clause 12.
- ii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs)** - The Firm must describe how it will deliver the demands of the Proposal; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the key deliverable of NUST. Working days estimates for activities/work stages, with individual consultant rates.
- iii)** Attached is proof of all individuals and firm registration with the Institute of Chartered Accountants of Namibia (ICAN) and the Public Accountants' and Auditors' Act (PAAB), who will be assigned to this project.
- iv) Key consultants' qualifications and competence for the service** – i) Names and qualifications of the key consultants that will perform the services indicating who is the Team Leader, who is supporting, etc.; ii) CVs demonstrating qualifications must be submitted (Form F-2); and iii) Written confirmation from each person that they are available for the entire duration of the contract. Manager and Partner minimum experience of five (5) years and supporting team member's minimum of three (3) years.
- v) Auditing Company Track Record**- An outline of recent experience on comparable projects executed during the last five years, which proves the successful experience of a minimum of five (5) years in external auditing services **(Form F-3). (attached three (3) letters of reference)**

(b) Financial Proposals (Form F-4)

The financial proposals should be given as a summary of the Contract estimate **(Form F- 4)**. They must include a detailed cost analysis, including but not limited to estimated total cost and provisions for contingencies **(The form may be amended as appropriate)**.

2. The proposals shall be submitted in **one (1) original** and **three (3) copies**.

Contract Negotiations

1. The negotiations aim to reach an agreement on all points with the contractor and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of a contractor's Proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. The agreement will then be reached on the final Terms of Reference, indicating periods in [weeks/months] and reporting schedule.
2. Once these matters have been agreed upon, financial negotiations will take place and will begin with a discussion of your proposed service agreement.

BID SUBMISSION FORM

From: _____

To: _____

Request for Consultancy Services to provide external audit services for the Namibia University of Science and Technology for five (5) years.

I/We -----herewith enclose Technical and Financial Proposals for selection as Service Provider for the Namibia University of Science and Technology.

I/we undertake that, in competing for (and, if the award is made to me/us in executing) the above contract, I/we will observe the highest level of ethical conduct.

Yours faithfully

Signature: _____
Full name: _____
Address: _____

FORMAT OF CURRICULUM VITAE (CV) FOR SERVICE PROVIDER

Name of Service Provider: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional Bodies: _____

Key Qualifications:

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

Education:

[Summarise college/university and other specialised education, giving names of institutions, dates attended, and degrees obtained. Use about one-quarter of a page.]

Employment Record:

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

Languages:

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

Certification:

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

Date: Day/Month/Year

[Signature of Consultant]

Full name of Consultant: _____

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

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

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

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

Cost Estimate of Consulting Services

Remuneration:

Service Provider Name	Monthly Rate (in currency) currency)	Working Months	Total Cost (in
_____	_____	_____	_____
Sub-Total	_____		

Annexure 3

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

AND

[INSERT CONSULTANT NAME]

TABLE OF CONTENTS

		Page
Preamble		3
Article I	Scope of Services	15
Article II	Commencement of Services and Duration of Contract.....	15
Article III	Duties of the Consultant.....	16
Article IV	Payment for the Services.....	17
Article V	Confidentiality and Ownership of Documents.....	17
Article VI	Assignment and Sub-Contracting.....	17
Article VII	Liability of the Consultant.....	18
Article VIII	Force Majeure	18
Article IX	Termination of Contract	19
Article X	Dispute Settlement.....	19
Article XI	Modification or Amendment	20
Article XII	Effective Date	20
Article XIII	Channel of Communications and Notices.....	21
Article XIV	Governing Law	22
ANNEX I	Terms of Reference	
ANNEX II	Contract Amount and Method of Payment	

THIS SERVICE CONTRACT entered into this *[date]* between the *[insert public entity name]* [hereinafter called the "Public Entity"] and *[insert consultant's name]* (hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS the Public Entity has determined the need to procure the services described, implied or referred to in this contract, subject to the terms and conditions hereinafter set forth;

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

SCOPE OF SERVICES

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

ARTICLE II

COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

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

ARTICLE III

DUTIES OF THE CONSULTANT

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organisation and responsibility, and in a manner acceptable to the Public Entity
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present contract;
 - (b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the contract, where applicable.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present contract. The Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV

PAYMENT FOR THE SERVICES

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

- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present contract, which forms an integral part hereof.

ARTICLE V

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

ARTICLE VI

ASSIGNMENT AND SUB-CONTRACTING

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

ARTICLE VII

LIABILITY OF THE CONSULTANT

- 7.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.

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

ARTICLE VIII
FORCE MAJEURE

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

ARTICLE IX
TERMINATION OF CONTRACT

- 9.1 The Public Entity may, upon giving not less than [30] days' notice in writing to the Consultant, terminate the present contract for cause if the Consultant has failed to perform the Services or to comply with their other obligations under the contract.
- 9.2 The Public Entity may, at its option, terminate this contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall, in that event, be given a notice of not less than [30 days] days of such termination.
- 9.3 The Consultant may terminate the present contract if the Public Entity has, within a period of forty-five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The Parties hereto may, by mutual agreement, terminate this contract.

- 9.5 If the present contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the contract, for the Services rendered before the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present contract shall unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both Parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI
MODIFICATION OR AMENDMENT

- 11.1 Except by mutual agreement in writing between the Parties, no change, modification or amendment shall be made to the present contract.
- 11.2 Notwithstanding the preceding paragraph, the Public Entity may, at any time, order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII
EFFECTIVE DATE

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.

12.2 Unless terminated under Article VIII or IX above, the present contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the contract.

ARTICLE XIII

CHANNEL OF COMMUNICATIONS AND NOTICE

13.1 For the purposes of the present contract, the authorised representative of the Public Entity shall be the Accounting Officer of the Public Entity.

13.2 Any communication, notification, submission, notice, demand or request under the present contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE PUBLIC ENTITY

Postal Address : _____
Physical Address : _____
Facsimile : _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Facsimile : _____

ARTICLE XIV

(i) Governing Law

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

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

Date: _____

FOR NUST

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment

EVALUATION CRITERIA

All proposals will be examined to determine compliance with the RFP requirements and conditions (completion and attachment of compulsory documents). Proposals with obvious deviations from the requirements/conditions will be disqualified from stage one (1) of the evaluation process.

A two-envelope system will be utilised for consideration for bids. Responsive bids will therefore be evaluated using the 80/20 preference point system in terms of which points are awarded to bidders based on the following:

- Functionality (maximum 70 points)
- The bid price (maximum 30 points)

Stage 1: Administrative Compliance

The following evaluation criteria shall be applied, notwithstanding any other requirement in the bidding documents.

The bidder must meet the following **mandatory requirements**

MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

Mandatory Documents Requirements		
Mandatory Requirements	Responsive	or Not Responsive
A valid certified copy of the Company registration certificate indicating shareholders' and principals' contact details (<i>as registered with BIPA</i>) Attached certified copies of all shareholders Identification documents or passport.		
A valid original or certified copy of the company's good standing certificate Tax Certificate (<i>Ministry of Finance Inland Revenue</i>)		
A valid original or certified copy of the company's good Standing Social Security Certificate (<i>Social Security Commissioner</i>)		
A valid original or certified copy of the Affirmative Action Compliance Certificate, or proof from the Employment Equity Commissioner that the bidder is not a relevant employer or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
A Written undertaking in compliance with Section 138 (2) of the Labour Act, 2007		

Submit signed Bid Submission Form	
Auditor's proof registration certificate with the Institute of Chartered Accountants of Namibia (ICAN).	
A valid registration certificate from the Public Accountant's and Auditor's Act No 51 of 1951 (PAAB).	

NB: Only a valid certified copy of an original document certified by the Namibian Police will be accepted.

At this stage, the bidder's submission will either be responsive or non-responsive. Non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

Stage 2: Functionality

EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

Evaluation Criteria	Weighing	Total Points	Score
Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)		35	
<p>The plan should cover short-, medium and long-term objectives.</p> <ul style="list-style-type: none"> • Methodology and project plan linked to the milestones and timeframes; • Programme structure with clear timelines and outputs; • Quality assurance steps indicated; • Clear reporting mechanisms; and • Indicators and means of verifying progress 	<p>The methodology is innovative, and timeframes and project plans are suited and tailored to the project needs. The audit plan is well broken down with deliverables, milestones, quality assurance, and staff deployment to each activity/deliverable. A sample/example of a detailed audit report and audit strategy is shown. = 35 points.</p> <p>The plan meets some but not all NUST requirements with minimal innovation. The methodology approach is generic and will not meet all project requirements. = 15 points</p> <p>The plan does not fully meet NUST requirements and lacks innovation. The methodology approach is generic and will not meet project requirements. = 10 points</p> <p>No submission = 0 points</p>		
Audit Team's experience and competence for the Services		15	
<p>Position: Audit Manager/Partner/s</p> <p>Must have at least 5 years of experience in related work overseeing external audit related projects in</p>	<p>Position: Audit Manager/Partner/s</p>		

<p>State Owned, public and private sector. Only completed year/s will be considered. Attach CV's.</p>	<ul style="list-style-type: none"> • Experience: Has more than 5 years' experience in related work = 10 points • Has less than 5 years experience in corresponding work = 5 points 		
<p>Position: Team Members</p> <p>Curriculum Vitae(s) and qualifications of each core team member. Bidders must attach relevant certified copies of the highest qualifications/professional certificates. Certifications should be in Accounting/External Auditing.</p> <p>Uncertified qualification/professional certificates will not be accepted as authentic. The potential bidder must attach brief CVs and proof of registration of 3 core management team members</p>	<ul style="list-style-type: none"> • Experience: Has at least 3 years' experience in related work = 5 points • Has less than 3 years experience in corresponding work = 2 points 		
<p>Audit Team's accreditation and qualifications</p>		<p>20</p>	
<p>Position: Audit Manager/Partner/s</p> <p>Must be accredited with an appropriate professional body (e.g. CA (NAM), CISA, CIA, CISM). Proof of accreditation must be provided. N.B. bidders must attach certified copies of the qualifications.</p>	<ul style="list-style-type: none"> • Qualifications: Proof of relevant professional accreditation is provided = 10 points • No proof of professional accreditation attached/irrelevant professional accreditation = 0 points 		
<p>Position: Team Members</p> <p>Curriculum Vitae(s) and qualifications of each core team member. Bidders must attach certified copies of the highest qualifications/professional certificates such as CISA, CA, CIA, and CISM.</p>	<ul style="list-style-type: none"> • Qualifications: Proof of relevant professional accreditation is provided = 10 points • No proof of professional accreditation attached/irrelevant professional accreditation = 0 point 		
<p>Quality Control</p>		<p>15</p>	
<p>Describe the Firm's quality control system and demonstrate that the Firm has established adequate quality control policies and procedures that comply with Auditing pronouncements.</p>	<ul style="list-style-type: none"> • Brief description of the Firm's quality control systems = 5 points • Copy of the Firm's quality control policies and procedures that comply with the International standards on ISA 220 and or Quality Control (ISQC1) = 15 points 		

Independence and objectivity		15	
<p>(i) To ensure independence and objectivity. NUST discourages external auditors and their consulting arms or related entities from engaging in non-audit-related work.</p> <p>(ii) Provide details of all consulting work (description, amount and period) performed or performed by the audit firms for NUST during the past five (5) years 2021-2025. This also includes work performed or to be performed as subcontractors.</p> <p>(iii) Provide details of any possible conflict of interest and other information where independence and objectivity may be at risk. Indicate how the Firm would manage this should it be appointed as the auditor. (Please note that should the Firm be appointed auditor, NUST will review the Firm's involvement in such consulting services).</p>	<p>Indicate how the Firm will manage its independence and objectivity when a conflict of interest arises (policy)</p> <p>Non-submission of policy = 0</p> <p>Policy = 15 points</p>		
Total			100

a) Only Consultants scoring 70% and more will be considered for financial evaluation

Stage 3: Price Evaluation

The bidder, having submitted the lowest evaluated responsive bid price and qualified to perform the task, shall be selected for the contract award.