

## SELECTION OF CONSULTANTS

### Request for Proposals

**CONSULTING SERVICES FOR:** Consultation Services to Facilitate the Development Process for NUST Integrated Strategic Business Plan 2026 – 2030

**PROCUREMENT NO:** CS/RFP/NUST- 004/2025

**PROJECT TITLE:** Development of NUST Integrated Strategic Business Plan 2026 – 2030

**COST:** Free to the prospective Consultants

**ISSUED ON:** 07 MARCH 2025

**CLOSING DATE:** 23 APRIL 2025

**CLOSING TIME:** 12H00 (NAMIBIAN TIME)

<b>BIDDER'S NAME:</b>		
<b>CONTACT DETAILS:</b>	<b>TELEPHONE:</b>	
	<b>CONTACT PERSON:</b>	
	<b>EMAIL ADDRESS:</b>	
<b>COMPANY PHYSICAL ADDRESS:</b>		

## **NOTICE TO CONSULTANTS**

- **Please take note to initial all pages of the bidding document and initial all the supporting documents, including company profiles, brochures, etc. Failure to do so will result in disqualification of the bidder.**
- **Take note to sign all relevant pages as stipulated in the bidding document.**
- **Take note to stamp all pages indicating that a stamp is required in addition to the signatures.**
- **Please take note to submit the proposals as per instructions in this document.**

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## **SUMMARY**

### **PART I – SELECTION PROCEDURES AND REQUIREMENTS**

#### **Section 1: Request for Proposals (RFP) Letter**

This Section is a template of a letter for a Request for Proposals from the Client addressed to prospective consulting firm inviting it to submit a proposal for a consulting assignment.

#### **Section 2: Instructions to Consultants and Data Sheet**

This Section consists of two parts: “**Instructions to Consultants**” and “**Data Sheet**”. “**Instructions to Consultants**” contains provisions that are to be used without modifications. “**Data Sheet**” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help prospective consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract.

#### **Section 3: Technical Proposal – Standard Forms**

This Section includes the forms for the Technical Proposal.

#### **Section 4: Financial Proposal – Standard Forms**

This Section includes the financial forms that are to be completed by the prospective consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

#### **Section 5: Eligible Countries**

This Section contains information regarding eligible countries.

#### **Section 6: Fraud and Corruption**

This section includes the fraud and corruption provisions which apply to this selection process.

#### **Section 7: Terms of Reference (TORs)**

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

## **PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS**

### **Section 8: Standard Forms of Contract**

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates “Fraud and Corruption” (Section 6 of Part I) in a form of Attachment 1.

## **PART III – NOTIFICATION OF INTENTION TO AWARD**

### **Section 9: Notification of Intention to Award**

This Section includes two forms. The first form is used to notify Consultants of the Client’s intention to award the contract to the successful Consultant.

## SELECTION OF CONSULTANTS

### Request for Proposals

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## **PART I**

### **Section 1. Request for Proposal Letter**

## Request for Proposal Letter

### Consulting Services

**Name of Assignment:**

**RFP Reference No.:** CS/RFP/NUST- 004/2025

**Country:** Namibia

**Date:** Friday, 07 March 2025

Dear Prospective Bidder,

**Subject: Consultation Services to facilitate the development process for NUST Integrated Strategic Business Plan 2026 - 2030**

1. You are hereby invited to submit a proposal for consultancy services required to facilitate the development process for NUST Integrated Strategic Business 2026 - 2030, which will guide NUST operations for the next five years.
2. Please take note that this invitation is only applicable to the **Namibian registered entities**.
3. this assignment aims to review and validate/develop the Company High high-level statements (Mission, Vision and Core Values) and strategic Themes, facilitate the development of a Strategy Map, Balance the corporate Scorecard and cascade Corporate Strategy into Business Unit Scorecards.
4. The following documents are enclosed to enable you to submit your proposal:
  - a) the Terms of Reference (TOR) **[Annexure 1]**;
  - b) supplementary information for consultants, 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]**
5. Any request for clarification should be forwarded in writing and emailed to [bidbox@nust.na](mailto:bidbox@nust.na) for the attention of Ms. Rosemary Tjombonde-Kakuuui: Secretariat Procurement Committee. Requests for clarifications should be received **14 days** before the deadline for proposal submission.



6. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are advised to consult the website of the Procurement Policy Office: [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit) to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

## 7. Eligibility

- a) 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.
- b) Proposals from consultants appearing on the ineligibility lists of African Development Client, Asian Development Client, European Client for Reconstruction and Development, Inter-American Development Client Group and World Bank Group shall be rejected.
- c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

## 8. Submission of Proposals

- a) The proposals (Technical and Financial) from the bidders shall be submitted in **separate envelopes** and should follow the form given in Annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before **23 April 2025 at 12h00, Namibian time**. The bid box is located at the:

Namibia University of Science and Technology

Administration Building, First Floor

Entrance foyer

13 Jackson Kaujeua Street

Windhoek

Namibia

**NB: Electronic proposals will not be accepted. Late submission will not be allowed.**

**Large parcels must be hand-delivered to:**

The Secretary: Procurement Committee

Ms Rosemary Tjombonde-Kakuai

Procurement Management Unit  
Administration Building, First Floor  
13 Jackson Kaujeua Street  
Windhoek

**Upon bid delivery, companies are requested to register their bid submission in the registry book available in the Foyer.**

Service providers must indicate the **company names** on the reverse side of all envelopes.

### **9. Deciding Award of Contract**

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated based on a weighting of **70% for Technical Proposals** and **30% for financial proposals**. Proposals from consultants should score at least 70% for the Technical Proposals to be retained for further consideration (opening of the financial envelope).

Only those consultants scoring **70 %** on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if not successful, negotiation will start with the next best-ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to determine the reasonableness of your price proposals.

### **10. Rights of NUST**

- a) Please note that NUST is not bound to select any of the consultants' 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.

### **11. Duration of Assignment**

The maximum duration of the assignment is estimated to be **six (6) months**. The rate proposed in your submission will be applied in case the duration of the assignment is extended. This is an urgent project, and the new Integrated Strategic Business Plan and Business Plan is expected to be ready by **31 July 2025**.

### **12. Validity of Proposal**

You are requested to hold your proposal valid for **180 days** from the deadline for submission of the proposal, during which period you will maintain, without change, your proposed price. NUST will make its best efforts to finalise the agreement within this period.

**13. Commencement date of Assignment**

Assuming that the contract can be satisfactorily concluded in **May 2025** you will be expected to take up/commence with the assignment within ten (10) working days.

**14. Tax Liability**

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia, but NUST shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to:

- a) payments to the Consultant in connection with carrying out this assignment.
- b) equipment, materials and supplies brought into Namibia to carry out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants).
- c) property brought in for your personal use, provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

**15. Insurance**

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

**16. The RFP includes the following documents:**

- Section 1 – Request for Proposals Letter
- Section 2 - Instructions to Consultants and Data Sheet
- Section 3 - Technical Proposal FTP- Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 6 – Fraud and Corruption
- Section 7 - Terms of Reference
- Section 8 - Standard Forms of Contract Lump-Sum

**Annexure 1:** Terms of Reference.

**Annexure 2:** Supplementary Information to Consultant.

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

**17. Confirmation of Invitation to submit a proposal**

We would appreciate it if you would inform us by email at [bidbox@nust.na](mailto:bidbox@nust.na)

- a) acknowledge this Letter of Invitation receipt within **seven (7) working days** and
- b) indicate whether you will submit the proposal on an official company letterhead.

NUST would like to thank you for considering this invitation to submit proposals.

Yours faithfully,

Ms Rosemary Tjombonde-Kakuuai

**SECRETARY: PROCUREMENT COMMITTEE**

## Section 2. Instructions to Consultants and Data Sheet

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*[Notes to the Client: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only.]*

## Instructions to Consultants

### A. General Provisions

#### 1. Definitions

- (a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) **“Client”** means the International Client for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) **“Borrower”** means the Government, Government agency or other entity that signs the *[loan/financing/grant<sup>1</sup>]* agreement with the Client.
- (e) **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) **Client’s Personnel** is as defined in Clause GCC 1.1 (e).
- (g) **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) **“Contract”** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions

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<sup>1</sup> [“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]

to supplement, but not to over-write, the provisions of the ITC.

- (j) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (k) **“Experts”** means, collectively, Key Experts, Non-Key Experts, Lead Consultant or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) **“Government”** means the government of the Client’s country.
- (m) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provides the prospective Consultants with all information needed to prepare their Proposals.
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.



- (r) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to the Contract.
- (u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (v) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (w) **“SPD - RFP”** means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (x) **“Sub-consultant”** means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (y) **“Terms of Reference (TORs)”** (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

**2. Introduction**

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The prospective Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

**3. Conflict of Interest**

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Client.
  - 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting Activities**

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be

disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting Assignments**

- (ii) Conflict among consulting assignments: a Consultant (including its Experts 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 for the same or for another Client.

**c. Conflicting Relationships**

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Client's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may 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.

**4. Unfair Competitive Advantage**

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all prospective Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

## 5. Fraud and Corruption

5.1 It is the policy of the Government of the Republic of Namibia to require Public Entities, as well as bidders, suppliers, and contractors and their agents (whether declared or not), personnel, subcontractors, sub-consultants, service providers and suppliers, observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Government of the Republic of Namibia:

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

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Employer’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 Employer’s inspection and audit rights provided for under sub-clause 4.2 below.

will reject a proposal for award if it determines that the Bidder 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; and

will sanction a firm or an individual, at any time, in accordance with prevailing legislations, 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-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a public contract.

- 5.2 In further pursuance of this policy, Bidders shall permit the Employer to inspect any accounts and records and other documents relating to the Bid submission and contract performance, and to have them audited by auditors appointed by the Employer.
- 5.3 Furthermore, bidders shall be aware of the provision in Clauses 3.1 and 35.1 (a) of the General Conditions of Contract.
- 5.4 Bidders, suppliers and public officials shall also be aware of the provisions stated in section 67 and 68 of the Public Procurement Act, 2015 which can be consulted on the website of the Procurement Policy Unit (PPU) : [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit)
- 5.5 The Employer commits itself to take all measures necessary to prevent fraud and corruption and ensures that none of its staff, personally or through his/her close relatives or through a third party, will in connection with the bid for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to. If the Employer obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of the Republic of Namibia or if there be a substantive suspicion in this regard, it will inform the relevant authority(ies) and in addition can initiate disciplinary actions. Furthermore, such bid shall be rejected.

## 6. Eligibility

6.1 A Bidder may be a natural person, private entity, or government-owned entity—subject to ITB 5.5 — or any combination of them in the form of a joint venture, under an existing agreement, or with the intent to constitute a legally-enforceable joint venture. All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms.

6.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including related services.

6.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if :

- a) they have a controlling partner in common; or
- b) they receive or have received any direct or indirect subsidy from any of them; or
- c) they have the same legal representative for purposes of this bid; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
- e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the party is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- f) a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- g) a Bidder, or any of its affiliates has been hired (or is proposed to be hired) by the Employer as Engineer for the contract.

6.4 (a) A firm 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

(b) Bids from contractors appearing on the ineligibility lists of African Development Client, Asian Development Client, European Client for Reconstruction and Development, Inter-American Development Client Group and World Bank Group shall be rejected.

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

6.5 Government-owned enterprises in the Republic of Namibia shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Government.

6.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

6.7 In case a prequalification process has been conducted prior to the bidding process, this bidding is open only to prequalified Bidders.

6.8 Firms shall be excluded if 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 import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

## **B. Preparation of Proposals**

### **7. General Considerations**

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### **8. Cost of Preparation of Proposal**

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless

of the conduct or outcome of the selection process. 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 Consultant.

## 9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

## 10. Documents Comprising the Proposal

- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

## 11. Only One Proposal

- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

## 12. Proposal Validity

- 12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.



- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
- a. Extension of Proposal Validity**
- 12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.
- 12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.
- 12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.
- b. Substitution of Key Experts at Validity Extension**
- 12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.
- c. Sub-Contracting**
- 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request

for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **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 its source) to all prospective Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all prospective Consultants and will be binding on them. The prospective Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the prospective Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

#### **14. Preparation of Proposals Specific Considerations**

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a prospective Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-prospective Consultant(s), or (b) prospective Consultants if permitted in the **Data Sheet**. In all such cases a prospective Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-prospective firms in the form of a joint venture or a sub-consultancy, the prospective Consultant shall be a lead member. If prospective Consultants associate

with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

## 15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

## 16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a)

remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

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|--------------------------------|--|
| <b>a. Price Adjustment</b>     | 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the <b>Data Sheet</b> .   |
| <b>b. Taxes</b>                | 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the <b>Data Sheet</b> . Information on taxes in the Client's country is provided in the <b>Data Sheet</b> . |
| <b>c. Currency of Proposal</b> | 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the <b>Data Sheet</b> . If indicated in the <b>Data Sheet</b> , the portion of the price representing local cost shall be stated in the national currency.           |
| <b>d. Currency of Payment</b>  | 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.   |

### C. Submission, Opening and Evaluation

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| <b>17. Submission, Sealing, and Marking of Proposals</b> | <p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all</p> |
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members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL", "Development of NUST Integrated Strategic Business Plan", CS/RFP/NUST-004/2025, [name and address of the Consultant], and with a warning "Do NOT OPEN UNTIL 23 APRIL 2025 AT 12H00, NAMIBIAN TIME"
- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" "Development of NUST Integrated Strategic Business Plan", CS/RFP/NUST-004/2025, [name and address of the Consultant]", and with a warning "Do NOT OPEN WITH THE TECHNICAL PROPOSAL"
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do NOT OPEN UNTIL 23 APRIL 2025 AT 12H00, NAMIBIAN TIME".
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or

its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

## **18. Confidentiality**

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by prospective Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing sanction procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client on any matter related to the selection process, it shall do so only in writing.

## **19. Opening of Technical Proposals**

- 19.1 The Client's bid evaluation committee shall conduct the opening of the Technical Proposals in the presence of the prospective Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial

Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

**20. Proposals  
Evaluation**

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the Financial Proposals are opened.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**21. Evaluation of  
Technical  
Proposals**

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

**22. Notification of  
Results of  
Technical  
Evaluation,  
Opening of  
/Invitation to  
Submit Financial  
Proposals for QBS**

22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking.

22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.

22.3 If Financial Proposals were invited together with the Technical Proposals, the Client shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals of the highest ranking Consultant. If Financial

Proposals were not invited to be submitted along with the Technical Proposals, opening of Financial Proposals does not apply, and the highest ranking Consultant shall be invited to submit its Financial Proposals for negotiations.

- 22.4 The opening date of the Financial Proposal or invitation of the highest ranking Consultant to submit its Financial Proposal, as applicable, shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date or the date to invite submission of Financial Proposal, as applicable, shall be subject to ITC 35.1.

**23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**

- 23.1 After the technical evaluation is completed, the Client shall notify in writing those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
  - (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
  - (iv) notify them of the date, time and location of the public opening of the Financial Proposals.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
  - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;



- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Client.

## 24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

### a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items

included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's 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.

**b. Lump-Sum  
Contracts**

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

**25. Taxes**

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

**26. Conversion to  
Single Currency**

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality  
and Cost  
Evaluation**

**a. Quality and  
Cost-Based  
Selection (QCBS)**

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest

combined technical and financial scores, will be invited for negotiations.

**b. Fixed-Budget Selection (FBS)**

27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

**c. Least-Cost Selection**

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

## **D. Negotiations and Award**

### **28. Negotiations**

28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

**a. Availability of Key Experts**

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to

negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical Negotiations**

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial Negotiations**

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Client. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

**29. Conclusion of Negotiations**

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will then invite the next-ranked Consultant to negotiate a Contract. Once the

Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

**30. Standstill Period**

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Client, the Standstill Period shall not apply.

**31. Notification of Intention to Award**

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

**32. Notification of Award**

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification.

**Contract Award Notice**

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and

32.2 The Contract Award Notice shall be published on the Client's website with free access.

**33. Debriefing by the Client**

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe.

In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.

#### **34. Signing of Contract**

34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

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

#### **35. Procurement Related Complaint**

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

## Section 2. Instructions to Consultants

### E. Data Sheet

ITC Reference	A. General
1 (b)	The Client's Country is NAMIBIA
1 (m)	"In writing" shall include communication via the electronic platform that is being used by the Client.
2.1	<p><b>Name of the Client:</b> Namibia University of Science and Technology (NUST)</p> <p><b>Method of selection:</b></p> <p>Quality and Cost-based Selection- as per the Public Procurement Regulations</p>
2.2	<p><b>The Financial Proposal shall be submitted together with the Technical Proposal.</b></p> <p><b>The name of the assignment is:</b></p> <p>Consultation Services to facilitate the development process for NUST Integrated Strategic Business Plan 2026 - 2030: <b>CS/RFP/NUST-004/2025</b></p>
2.3	<b>A pre-proposal conference will be held:</b> No
2.4	<p><b>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p> <p>Please refer to Section 7: Terms of Reference</p>
4.1	Not Applicable.
6.3.1	A list of firms debarred from participating in Public Procurement in Namibia is available at <a href="http://www.mof.gov.na/procurement-policy-unit">http://www.mof.gov.na/procurement-policy-unit</a>



	A list of firms debarred by World Bank is available at <a href="http://www.worldbank.org/debarr">http://www.worldbank.org/debarr</a>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	<p>This RFP has been issued in the <i>English</i> language.</p> <p>Proposals shall be submitted in <i>English</i> language.</p> <p>All correspondence exchange shall be in the <i>English</i> language.</p>
<b>10.1</b>	<p>The Proposal shall comprise the following:</p> <p style="padding-left: 40px;"><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ul style="list-style-type: none"> <li>(1) Power of Attorney to sign the Proposal.</li> <li>(2) ELIG-1</li> <li>(3) ELIG-2</li> <li>(4) Written Undertaking</li> <li>(5) TECH-1</li> <li>(6) TECH-2</li> <li>(7) TECH-3</li> <li>(8) TECH-4</li> <li>(9) TECH-5</li> <li>(10) TECH-6</li> <li>(11) TECH-7 Code of Conduct: The Consultant shall submit its Code of Conduct that will apply to the Experts. The Consultant shall use for this purpose the Code of Conduct form in Section 3. No substantial modifications shall be made to this form, except that the Consultant may introduce additional requirements, including as necessary to take into account specific Contract issues/risks.</li> <li>(12) TECH 8</li> </ul> <p>AND</p> <p style="padding-left: 40px;"><b>2<sup>nd</sup> Inner Envelope with the Financial Proposal (if applicable):</b></p> <ul style="list-style-type: none"> <li>(1) FIN-1</li> <li>(2) FIN-2</li> </ul>

	<p>(3) FIN-3</p> <p>(4) FIN-4</p>
<b>10.2</b>	<b>Statement of Undertaking is required.:</b> Yes
<b>11.1</b>	It is not permitted for Sub-Consultants, Key Experts, and Non-Key Experts to participate in more than one proposal. Firms that are prospective as part of multiple shortlists must only participate in one submission. If a Sub-Consultant, Key Expert, or Non-Key Expert is found to have been included in more than one submission, both submissions will be rejected.
<b>12.1</b>	Proposals shall be valid for <b>180 days</b>
<b>13.1</b>	<p><b>Clarifications may be requested no later than 14 business days prior to the submission deadline.</b></p> <p><b>The contact information for requesting clarifications is:</b></p> <p>Ms Rosemary Tjombonde-Kakuuai  Procurement Management Unit,  Namibia University of Science and Technology (NUST)  13 Jackson Kaujeua Street  Windhoek, NAMIBIA,  Tel: +264 (61) 207 2020</p> <p>E-mail: <a href="mailto:bidbox@nust.na">bidbox@nust.na</a></p> <p><b>The office hours are: 07h30 – 16h30 (Namibian Time) on Monday to Friday.</b></p>
<b>14.1.1</b>	<p><b>Prospective Consultants may associate with</b></p> <p><b>(a) non-prospective consultant(s):</b> Yes, where such other Consultant(s) shall be subject to the eligibility policy of the Client.</p> <p><b>Or</b></p> <p><b>(b) other prospective Consultants:</b> No</p>

<b>15.1</b>	The RFP shall comprise the documents listed in Clause 10.1 of the Data Sheet.
<b>15.2</b>	<p>The format of the Technical Proposal to be submitted is:</p> <p><b>Full Technical Proposal (FTP)</b></p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
<b>16.1</b>	<p>Reimbursable expenses are <b>Not Applicable</b>. However, the following information, where applicable, shall be provided for information purposes:</p> <ol style="list-style-type: none"> <li>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall absence from the home office and, as applicable, outside the Client's country for the purposes of the Services;</li> <li>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</li> <li>(3) cost of office accommodation, investigation and Surveys;</li> <li>(4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(5) cost, rental and freight of any instrument or equipment required to be provided by the Consultants for the purpose of the Services;</li> <li>(6) cost of printing and dispatching of the reports to be produced for the Services;</li> <li>(7) other allowances where applicable and provisional or fixed sums (if any); and</li> <li>(8) Cost of such further items required for the purposes of the Services not covered in the forgoing.</li> </ol>
<b>16.2</b>	<b>A price adjustment provision applies to remuneration rates: No</b>
<b>16.3</b>	<p><b>"Information on the Consultant's tax obligations in the Client's country can be found at <a href="https://www.namra.org.na">https://www.namra.org.na</a> "</b></p> <p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: <b>YES</b></p>

	<p>If affirmative, the Client will</p> <p style="padding-left: 40px;">a. Pay such taxes on behalf of the Consultant: <b>No</b></p> <p>(Consultants will be subject to all taxes payable and should therefore submit their financial proposals inclusive of taxes and duties as might be applicable)</p>
<b>16.4</b>	<p><b>The Financial Proposal shall be stated in the following currencies:</b></p> <p>Namibian Dollars (N\$ or NAD)</p>
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<p><b>The Consultants “<i>shall not</i>” have the option of submitting their Proposals electronically.</b></p> <p>The Proposals must be delivered in <b>HARD COPY</b> form to the following address:</p> <p style="padding-left: 40px;">The Bid Box at the entrance foyer Namibia University of Science and Technology, 13 Jackson Kaujeua Street Private Bag 13388 Windhoek, Namibia</p>
<b>17.4</b>	<p><b>The Consultant must submit:</b></p> <ul style="list-style-type: none"> <li>a) the Original of the Proposal in HARDCOPY, of both the Technical and Financial Proposals in separate envelopes;</li> <li>b) one (1) electronic duplicate copy of the original Technical Proposal on a virus-free USB storage device, included within the original Technical Proposal envelope; and</li> <li>c) one (1) electronic duplicate copy of the original Financial Proposal on a virus-free USB storage device included within the original Financial Proposal envelope.</li> </ul> <p>If there is a discrepancy between the original HARDCOPY and the electronic duplicate copy, the original HARDCOPY shall take precedence.</p>

<p><b>17.7 and 17.9</b></p>	<p><b>The Proposals must be submitted no later than:</b></p> <p><b>Date:</b> Wednesday, 23 April 2025</p> <p><b>Time:</b> 12h00 (Namibia Local Time, UTC+2)</p> <p><b>The Proposal submission address is:</b></p> <p style="padding-left: 40px;">The Bid Box at the entrance foyer Administration Building First Floor Namibia University of Science and Technology, 13 Jackson Kaujeua Street Windhoek, Namibia</p> <p><b>If the submission does not fit into the tender box, then it should be hand-delivered to:</b></p> <p style="padding-left: 40px;">The Procurement Management Unit Namibia University of Science and Technology, 13 Jackson Kaujeua Street Administration Building First Floor Windhoek, Namibia Tel: +264 61 207 2020</p> <p><b><u>Markings: “DO NOT OPEN UNTIL CLOSING DATE AND TIME”</u></b></p>
<p><b>19.1</b></p>	<p><b>An online option of the opening of the Technical Proposals is offered:</b></p> <p>No.</p> <p><b>The opening shall take place at:</b> Namibia University of Science and Technology</p> <p>Street Address: <b>13 Jackson Kaujeua, Windhoek.</b></p> <p>Venue: Senate Chambers</p> <p>City: <b>Windhoek</b></p> <p>Country: <b>Namibia</b></p> <p><b>Date:</b> Wednesday, 23 April 2025</p> <p><b>Time:</b> 12h00 (Namibia Local Time, UTC+2)</p>

	Proposers or their representatives may attend the Proposal Opening if they choose to do so.		
19.2	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals (Form TECH-1, Form ELIG-1 and ELIG-2):</b></p> <ul style="list-style-type: none"> <li>• Form TECH-1: Technical Proposal Submission Form;</li> <li>• Certified copy of its company registration documents, clearly indicating shareholders' and principals' contact details (as required with BIPA); <b>Attached certified copies of the identification document of all shareholders.</b></li> </ul> <p>For each Namibian Consultancy Entity, whether prospective as a single firm or as part of a joint venture:</p> <ul style="list-style-type: none"> <li>• Certified copy of its company registration documents, clearly indicating shareholders' and principals' contact details (as required with BIPA); <b>Attached certified copies of the identification document of all shareholders.</b></li> <li>• Original or certified copy of a valid Good Standing Tax Certificate;</li> <li>• Original or certified copy of a valid Good Standing Social Security Certificate;</li> <li>• Certified copy of a valid Affirmative Action Compliance Certificate, OR in its absence, a certified copy of valid proof from the Employment Equity Commissioner that the bidder is not a relevant employer;</li> <li>• A written undertaking, as contemplated in Section 138(2) of the Labour Act, 2007</li> </ul> <p><b>Failure to submit any of these documents will lead to disqualification from the bidding process</b></p>		
21.1 (for FTP)	Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals:		
	<u>Points</u>		
	1	i	<p>The Consultant (<b>as a firm</b>) is required to have been the prime main or leading consultant for:</p> <p style="text-align: right;"><b>[15]</b></p>

		<ul style="list-style-type: none"> <li>Minimum of <b>ten (10) years</b> of experience in developing strategy plans and performance management systems. The Consultant's (<b>as a firm</b>) years of experience will be demonstrated through a detailed company profile and registration document provided.</li> </ul>	
	ii	<p>Specific experience of the Consultant (<b>as a firm</b>) relevant to the Assignment, with at <b>least three (3) reference letters</b> from various Stated-Owned Enterprises or private companies where similar projects in size, application, and scope and a brief description of their implementation were provided in the last <b>five (5) years (2020 to 2024)</b>. The letter must be on client letterhead, indicating the contact person, telephone number, email address and the value of the project completed (<b>Attached three reference letters as evidence</b>) (<b>Form TECH-2</b>):</p> <p>(The points in this section will be awarded based on sufficient <b>proof</b> that the criteria have been met. If the criteria have not been met, <b>no points</b> will be allocated for the specific sub-criteria)</p>	[15]
		<p>The Consultant (<b>as a firm</b>) is required to have been the prime main or leading consultant for:</p> <ul style="list-style-type: none"> <li>Minimum of five (5) years of experience developing <b>integrated</b> strategy plans and performance management systems. The consultant must attach documentary evidence in the form of at <b>least three (3) reference letters</b> indicating the completion of integrated strategic plans for the past <b>five (5) years (2020 to 2024)</b>.</li> </ul>	(5)
2		Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (ToR):	[30]

		NUST will assess whether the proposed methodology is clear, responds to the ToR, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts.	
	i)	<b>Technical approach and methodology</b> <p>a) Meet the objectives of the assignment as set out in Section 4 of the Terms of Reference (ToR).</p> <ul style="list-style-type: none"> <li>• <i>Clear guidance through the approach and methodology should describe <b>HOW</b> Consultant intends to meet the objectives;</i></li> </ul>	[10]
	ii)	<b><u>Work Plan</u></b> <p>a) Implementation/Work Schedule provided in Gantt Chart project template. (2)</p> <p>b) Showing all key tasks, resources, personnel and deliverables required as per Terms of Reference (ToR), aligning with the methodology provided. (2)</p> <p>c) Meeting the intended completion date; and</p> <p>d) Any earlier assignment completion will be an added advantage, provided that it is clearly described and indicated and realistic assumptions have been assumed (and in line with the Terms of Reference). (5)</p>	(1)
	iii)	<b><u>Organisation and Staffing</u></b> <p>A full organogram or layout containing the proposed core team (inclusive of key experts) who possess the requisite qualifications and professional experience for the assignment and who will be principally responsible for the delivery of the Services (including support staff). The information required should include the following:</p> <p>a) Organogram or layout of proposed Project organisation structure (overall and per work-</p>	[10] (3)



		<p>stream) defining roles and responsibilities, area of expertise, position and task assigned; and</p> <p><b>b)</b> Availability of in-house professional, skilled employees and any subcontracting arrangements, all details of additional qualified Specialists employed by the Consultant and allocated to complete the assignment (<b>provide Curriculum Vitae(s) (CV's)</b>)</p>	(7)
3		<p><b>Key Experts' qualifications and competence for the Assignment (Form TECH-6):</b></p> <p>(The points in this section will be awarded based on sufficient <b>proof</b> that the criteria have been met. If the criteria have not been met, no points will be allocated for the specific sub-criteria)</p>	[35]
	i)	<p><b><u>Lead Consultant</u></b></p> <p><b>General qualifications:</b></p> <p>(a) A university Masters degree (NQF level 9) with a major in strategic management, business administration, organisational development, or related discipline.</p> <p>(b) A qualification or certification in balanced scorecard methodology and performance management systems.</p> <p><b>Experience:</b></p> <p>(a) At least ten (10) years of cumulative professional experience as a Lead Consultant in Development of Strategic Plans and Performance Management Systems. [<b>Provide individual reference letters</b>]</p> <p>(b) At least ten (10) years of cumulative professional experience in Organisational Development.</p>	<p>(5)</p> <p>(5)</p> <p>(5)</p> <p>(5)</p>

		<p>(c) At least five (5) years of cumulative professional experience in developing <b>Integrated</b> Strategic Business Plans</p> <p><b>Experience in Region:</b></p> <p>a) Required experience under conditions similar to those prevailing in Namibia (preferably within Southern Africa); and</p> <p>b) Namibian citizens will be an added advantage.</p>	<p>(6)</p> <p>(4)</p>
	<b>Total Points for the three criteria</b>		<b>[100]</b>
	<b>The minimum technical score (St) required to is:</b>		<b>70</b>
	<b>Public Opening of Financial Proposals</b>		
<b>23.4</b>	<p><b>An online option of the opening of the Financial Proposals is offered:</b></p> <p>No.</p>		
<b>23.5</b>	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact:</p> <p>Ms Rosemary Tjombonde-Kakuuai  Manager Procurement Management,  Contact number +264 61 207 2020,  email address: <a href="mailto:bidbox@nust.na">bidbox@nust.na</a></p> <p>and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, as stated above.</p>		

	Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available.
<b>25.1</b>	<p>For the purpose of the evaluation, the Client will exclude:</p> <ul style="list-style-type: none"> <li>a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and</li> <li>b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country.</li> </ul> <p>If a Contract is successfully awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p>
<b>26.1</b>	<b>The single currency for the conversion of all prices expressed in various currencies into a single one is:</b> Namibian Dollars
<b>27.1 (QCBS only)</b>	<p><b>The lowest evaluated Financial Proposal (<math>F_m</math>) is given the maximum financial score (<math>S_f</math>) of 100.</b></p> <p><b>The formula for determining the financial scores (<math>S_f</math>) of all other Proposals is calculated as following:</b></p> $S_f = 100 \times \frac{F_m}{F}$ <p>in which "<math>S_f</math>" is the financial score, "<math>F_m</math>" is the lowest price, and "<math>F</math>" the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b></p> <p><b>T = 70% and</b></p> <p><b>P = 30%</b></p> <p>Proposals are ranked according to their combined technical (<math>S_t</math>) and financial (<math>S_f</math>) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; <math>T + P = 1</math>) as following: <math>S = S_t \times T\% + S_f \times P\%</math>.</p>
	<b>D. Negotiations and Award</b>

28.1	<p><b>Expected date and address for contract negotiations:</b></p> <p><b>Date:</b> May 2025</p> <p><b>Address:</b> Council Boardroom 13 Jackson Kaujeua Street, Elizabeth Haus, Windhoek</p> <p><b>Country:</b> Namibia</p>
34.2	<p><b>Expected date for the commencement of the Services: May 2025</b></p>
35.1	<p>The procedures for making a Procurement-related Complaint are detailed in the Public Procurement Regulations: Public Procurement Act, 2015. If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p><b>For the attention:</b> Ms. Rosemary Tjombonde-Kakuuui</p> <p><b>Title/position:</b> Manager (Procurement Management Unit)</p> <p><b>Client:</b> Namibia University of Science and Technology (NUST)</p> <p><b>Email address:</b> <a href="mailto:bidbox@nust.na">bidbox@nust.na</a></p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> <li>1. the terms of this Request for Proposal;</li> <li>2. the Client’s decision to exclude a Consultant from the procurement process prior to the award of contract; and</li> <li>3. the Client’s decision to award the contract.</li> </ol>

## Special Note

The following sections are structured to assist Consultants and evaluators during the bidding and evaluation process. It is intended that the Proposal submission should follow the prescribed layout and form presented within this section. This will assist Consultants to present and prepare a well-organised Proposal document and provide a quick and standardised reference for evaluators to find information. This document will refer to Instructions to Consultants (ITC) to ensure compliance with the Standard Bidding Documents for Request for Proposals.

The Proposal submission's contents comprising the Standard Forms, respectively, should be segregated with section dividers or bound in ring-bound files, lever arch files, books or similar. The Proposal submission should follow the following prescribed filing structure:

### CHECKLIST OF REQUIRED FORMS

Section	Standard Form file name	Standard Bidding Documents Reference (Instruction to Consultants)	Format Provided
<b>Cover Labels and Front Page</b>			
	Outer Envelope/ Box - Proposal submission Cover Label	ITC Section 17.7	Word
	Technical Proposal Cover Label	ITC Section 17.6	Word
	Financial Proposal Cover Label	ITC Section 17.6	Word
	Special Power of Attorney	ITC Section 17.2	Word
<b>Volume 1: Consultant eligibility criteria and mandatory documentary evidence</b>			
<b>Mandatory Submission Forms as per the ITC.</b>			
ELIG-1	Mandatory Bidder Information <b>1) Certified valid company</b> Registration Certificate clearly indicating shareholders' and principals' contact details (as registered with BIPA) ( <b>Attach certified copies of the Identification Document of all shareholders</b> ); <b>2) For Namibian companies, A valid <u>Original</u> or <u>Certified Copy</u> good Standing Tax (NAMRA) Certificate;</b>	ITC Section 19.2	Word

Section	Standard Form file name	Standard Bidding Documents Reference (Instruction to Consultants)	Format Provided
	3) For Namibian companies, A valid <b>Original</b> or <b>Certified Copy</b> of good Standing Social Security Certificate; 4) For Namibian companies, certified copy of Affirmative Action Compliance Certificate <b>OR</b> proof from the <u>Employment Equity Commissioner</u> that the bidder is not a relevant employer or exemption of the act.		
ELIG-2	Written Undertaking	ITC Section 19.2	Word
<b>Volume 2: Technical Proposal</b>			
<b>Additional information as per the Terms of Reference</b>			
<b>TECH-1</b>	Technical Proposal Submission Form	ITC Section 17.2	Word
<b>TECH-2</b>	Consultant's Organisation and Experience	ITC Section 21.1(1)	Word
TECH-2A	A. Consultant's Organisation	ITC Section 21.1(1(i))	
TECH-2B	B. Consultant's Experience	ITC Section 21.1 (1(ii))	
<b>TECH-3</b>	Comments and Suggestions on the Terms of Reference and on the Counterpart Staff and Facilities to be Provided by the Client	Part 1, Section 7	Word
TECH-3A	A. On the Terms of Reference	Part 1, Section 7	
TECH-3B	B. On the Counterpart Staff and Facilities	Part 1, Section 7	
<b>TECH-4</b>	Description of Approach, Methodology and Work Plan for Performing the Assignment	ITC, Section 21.1 (2)	Word
<b>TECH-5</b>	Work Schedule and Planning for Deliverables	Part 1, Section 7	Word
<b>TECH-6</b>	Team Composition, Key Expert's Inputs, and attached Curriculum Vitae (CV)	ITC, Section 21.1 (3)	Word
<b>TECH-7</b>	Code of Conduct		Word

Section	Standard Form file name	Standard Bidding Documents Reference (Instruction to Consultants)	Format Provided
<b>TECH-8</b>	Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration		Word
<b>Volume 3: Financial Proposal</b>			
<b>Mandatory Submission Forms as per the ITC</b>			
FIN-1	Financial Proposal Submission Form	ITC Section 17.2	Word
FIN-2	Summary of Costs	ITC Section 16.1	Word
FIN-3	Breakdown of Remuneration (Lump-sum)	ITC Section 16.1	Word
FIN-4	Reimbursable Expenses (Lump-sum)	ITC Section 16.1	Word

### Section 3. Technical Proposal – Standard Forms

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Form FIN-2: Summary of Costs ..... 93

Form FIN-3: Breakdown of Remuneration ..... 95



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## **Form: Outer Envelope/ Box Bid submission Cover Label**

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The Envelope/ Box Cover Label comprises part of these Standard Forms and if populated in full and correctly assures compliance with the ITC.

***Data left open or [square bracketed] shall be populated/ filled in/completed by the Consultant.***

The completed Envelope/ Box Cover Label shall be placed on Proposal submission to clearly identify the Proposal.

<b>NUST</b> 13 Jackson Kaujeua Street Private Bag 13388, Windhoek, Namibia Telephone: (+264 61) 207 2020 Fax: (+264 61) 207 2444	
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## DEVELOPMENT OF NUST INTEGRATED STRATEGIC BUSINESS PLAN

CONSULTATION SERVICES TO FACILITATE THE DEVELOPMENT PROCESS FOR  
 NUST INTEGRATED STRATEGIC BUSINESS PLAN 2026 – 2030  
**PROCUREMENT REFERENCE NO: CS/RFP/NUST-004/2025**

**“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL  
 APPOINTED, BEFORE  
 [SUBMISSION DEADLINE DATE AND TIME]”**

<b>CONSULTANT</b>	[•]
<b>CONSORTIUM/ JOINT VENTURE/ PARTNERS</b>	1. .... 2. .... 3. ....
<b>RETURN ADDRESS</b>	[•]

# ORIGINAL

FOR ADMINISTRATIVE USE ONLY	
<b>Date of Proposal submission</b> :  <b>Time of Proposal submission</b> : <b>Number of envelopes/boxes</b> : ..... of .....	NUST Stamp

<b>Administration's Signature</b> : .....		
<b>NUST</b> 13 Jackson Kaujeua Street Private Bag 13388, Windhoek, Namibia Telephone: (+264 61) 207 2020 Fax: (+264 61) 207 2444		

## DEVELOPMENT OF NUST INTEGRATED STRATEGIC BUSINESS PLAN

CONSULTATION SERVICES TO FACILITATE THE DEVELOPMENT PROCESS FOR  
 NUST INTEGRATED STRATEGIC BUSINESS PLAN 2026 – 2030  
**PROCUREMENT REFERENCE NO: CS/RFP/NUST-004/2025**

**“DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL  
 APPOINTED, BEFORE  
 [SUBMISSION DEADLINE DATE AND TIME]”**

<b>CONSULTANT</b>	[•]
<b>CONSORTIUM/ JOINT VENTURE/ PARTNERS</b>	1. .... 2. .... 3. ....
<b>RETURN ADDRESS</b>	[•]

# COPY

FOR ADMINISTRATIVE USE ONLY	
<b>Date of Proposal submission</b> :	NamPower Stamp
<b>Time of Proposal submission</b> :	
<b>Number of envelopes/boxes</b> : ..... of .....	
<b>Administration's Signature:</b> .....	


## **Form: Technical Proposal Cover Label**

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The Technical Proposal Cover Label comprises part of these Standard Forms and if populated in full and correctly assures compliance with the ITC.

***Data left open or [square bracketed] shall be populated/ filled in/completed by the Consultant.***

The completed Technical Proposal Cover Label shall be placed on Proposal submission to clearly identify the Proposal.

<p><b>NUST</b>  13 Jackson Kaujeua Street  Private Bag 13388, Windhoek, Namibia  Telephone: (+264 61) 207 2020  Fax: (+264 61) 207 2444</p>	
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## DEVELOPMENT OF NUST INTEGRATED STRATEGIC BUSINESS PLAN

CONSULTATION SERVICES TO FACILITATE THE DEVELOPMENT PROCESS FOR  
NUST INTEGRATED STRATEGIC BUSINESS PLAN 2026 – 2030  
**PROCUREMENT REFERENCE NO: CS/RFP/NUST-004/2025**

# TECHNICAL PROPOSAL

<b>CONSULTANT</b>	<b>[•]</b>
<b>CONSORTIUM/ JOINT VENTURE/ PARTNERS</b>	1. .... 2. .... 3. ....
<b>RETURN ADDRESS</b>	<b>[•]</b>

Kindly confirm the following requirements by checking the relevant tick boxes below:


Technical and Financial proposals are submitted separately, and this Proposal does not include any pricing information.

The Electronic copy of the Technical Proposal (**only**) is included within the proposal and marked.


All Technical Proposal Standard Forms and other relevant Bidding Documents are included within this submission, signed and initialled on every page as required.

The Technical Proposal is properly sealed.


### **Form: Financial Proposal Cover Label**

---

The Financial Proposal Cover Label comprises part of these Standard Forms and, if populated in full and correctly, assures compliance with the ITC.

***Data left open or [square bracketed] shall be populated/ filled in/completed by the Consultant.***

The completed Financial Proposal Cover Label shall be placed on the Proposal submission to identify the Proposal.

<b>NUST</b> 13 Jackson Kaujeua Street Private Bag 13388, Windhoek, Namibia Telephone: (+264 61) 207 2020 Fax: (+264 61) 207 2444	
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## DEVELOPMENT OF NUST INTEGRATED STRATEGIC BUSINESS PLAN

CONSULTATION SERVICES TO FACILITATE THE DEVELOPMENT PROCESS FOR  
 NUST INTEGRATED STRATEGIC BUSINESS PLAN 2026 – 2030  
**PROCUREMENT REFERENCE NO: CS/RFP/NUST-004/2025**

# FINANCIAL PROPOSAL

**“DO NOT OPEN WITH THE TECHNICAL PROPOSAL”**

<b>CONSULTANT</b>	[•]
<b>CONSORTIUM/ JOINT VENTURE/ PARTNERS</b>	1. .... 2. .... 3. ....
<b>RETURN ADDRESS</b>	[•]

Kindly confirm the following requirements by checking the relevant tick boxes below:

	This envelope/box only contain the Financial Proposal.
	The Electronic copy of the Financial Proposal is included within the submission and clearly marked.
	All Financial Proposal Standard Forms and other relevant documents are included within this submission, signed and initialled on every page as is required.





The Financial Proposal is properly sealed.

### **Form: Special Power of Attorney**

---

The Special Power of Attorney comprises part of these Standard Forms.

***Data left open or [square bracketed] shall be populated/ filled in/completed by the Consultant.***

The completed Standard Form shall be submitted as part of the Proposal, and if populated in full and correctly assures compliance with the ITC.

Please note that the Special Power of Attorney needs to be accompanied by the respective Board Resolution and must be submitted as part of this Standard Form.

**(TO BE SUBMITTED ON CONSULTANT'S COMPANY LETTERHEAD)**

To:               The Vice Chancellor  
                      Namibia University of Science and Technology (NUST)  
                      13 Jackson Kaujeua Street  
                      Private Bag 13388  
                      Windhoek  
                      Namibia

**RE: PROCUREMENT NO. CS/RFP/NUST-004/2025: CONSULTATION SERVICES TO FACILITATE THE DEVELOPMENT PROCESS FOR NUST INTEGRATED STRATEGIC BUSINESS PLAN 2026 - 2030 – SPECIAL POWER OF ATTORNEY**

The following person(s) have been granted a special power of attorney to submit a Proposal, negotiate and execute the relevant agreements, as well as execute the terms in accordance with the Bid Documents <sup>1</sup>.

Title and Name	_____
Signature	_____
Title and Name	_____
Signature	_____
Title and Name	_____
Signature	_____

The Board of Directors has conferred on such authorisation by way of a Board Resolution dated [\_\_\_\_\_] <sup>2</sup> and a notarised copy of the same (or certified by the Company Secretary) attached hereto to act on our behalf and in our name in all matters relating to the aforementioned Proposal. The actions and representations of the aforementioned persons shall be binding upon and/or shall be duly ratified by the Board of Directors.

This Power of Attorney remains in force until ninety (90) days after the Commencement Date of the Work.

Place	_____
Date	_____
Mr/Mrs	_____
Signatures and Company Stamp	_____

(Duly authorised to confirm such Special Power of Attorney)

---

<sup>1</sup> To be provided by Consultant

<sup>2</sup> To be provided by Consultant

## **Volume 1: Eligibility and Mandatory Documentary Evidence**

### **Form ELIG-1: Mandatory Bidder Information**

---

The Standard Form comprises part of Volume 1: Eligibility and Mandatory Documents

***Data left open or [square bracketed] shall be populated/ filled in/completed by the Consultant.***

The completed Standard Form shall be submitted as part of the Proposal and, if populated in full and correctly, assures compliance with the ITC.

Please note that the specific information requested should be attached to this form; kindly confirm that it has been attached by ticking the relevant boxes below.

**Form ELIG-1: Mandatory Proposal Information Sheet**

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

Procurement Reference No.: \_\_\_\_\_

1. Consultant's Legal Name
2. Consultant's actual or intended Country of Registration:
3. Consultant's Year of Registration:
4. Consultant's Legal Address in Country of Registration:
5. Consultant's Authorised Representative Information Name: Address: Telephone/Fax numbers: Email Address: <i>(Please note that the Authorized Representative shall initial all pages of the original Proposal)</i>
6. Please confirm and attach the following documents o:  <input type="checkbox"/> Valid certified copy of Company Registration Certificate of the firm named in 1.  For Namibian firms, if named in 1, the below shall also be attached:  <input type="checkbox"/> Certified copies of the Identification Document of all firm shareholders named in 1. <input type="checkbox"/> Original or certified copy of valid good Standing Tax Certificate of a firm named in 1. <input type="checkbox"/> Original or certified copy of valid good Standing Social Security Commission Certificate of a firm named in 1.  <input type="checkbox"/> Original or valid certified copy of Affirmative Action Compliance Certificate of firm named in 1, or proof from the <u>Employment Equity Commissioner</u> that the Consultant is not a relevant employer, or proof of exemption issued.

## Form ELIG-2: Written Undertaking

---

The Standard Form comprises part of Volume 1: Eligibility and Mandatory Documents

***Data left open or [square bracketed] shall be populated/ filled in/completed by the Consultant.***

The completed Standard Form shall be submitted as part of Proposal, and if populated in full and correctly assures compliance with the ITC.

Please note that the specific information requested should be attached to this form.



## Republic Of Namibia

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

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

#### 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.*

## Volume 2: Technical Proposal

### Form TECH-1: Technical Proposal Submission Form

---

#### FORM TECH-1

#### TECHNICAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

---

To: Namibia University of Science and Technology (NUST)  
Private Bag 13388  
13 Jackson Kaujeua Street  
Windhoek  
NAMIBIA

Dear Sirs/Madams:

We, the undersigned, offer to provide the consulting services for **CONSULTATION SERVICES TO FACILITATE THE DEVELOPMENT PROCESS FOR NUST INTEGRATED STRATEGIC BUSINESS PLAN 2026 – 2030** in accordance with your Request for Proposals (RFP) dated **Friday, 07 March 2025**. “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal as a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.



- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.(c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Client’s policy in regard to Fraud and Corruption as per ITC 5.

- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development Clients. Further, we are not ineligible under the Client’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;

(f) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** {select the appropriate option from (i) to (iii) below and delete the others}.

We {where JV, insert: “including any of our JV members”}, and any of our sub-consultants:

- (i) [have not been subject to disqualification by the Client for non-compliance with SEA/ SH obligations.]
  - (ii) [are subject to disqualification by the Client for non-compliance with SEA/ SH obligations.]
  - (iii) [had been subject to disqualification by the Client for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.]
- (g) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
  - (h) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
  - (i) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

---

Signature (of Consultant's authorised representative) {In full and initials}:

Full name: {insert full name of authorised representative}

Title: {insert title/position of authorised representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: {insert the authorised representative's address}

Phone/fax: {insert the authorised representative's phone and fax number, if applicable}

Email: {insert the authorised representative's email address}\_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## **Volume 2: Technical Proposal**

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

---

#### **FORM TECH-2**

#### **CONSULTANT'S ORGANISATION AND EXPERIENCE**

---

Form TECH-2: a brief description of the Consultant's organisation and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in the form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

#### **A - Consultant's Organisation**

1. Provide here a brief description of the background and organisation of your company and – in case of a joint venture – of each member for this assignment.
2. Include an organisational chart, a list of the Board of Directors, and beneficial ownership. The successful Consultant shall also provide additional information on beneficial ownership using the Beneficial Ownership Disclosure Form.

#### **B - Consultant's Experience**

---

1. List only previous similar assignments successfully completed in the last **five (5) years**.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should attach, to this form TECH-2, copies of relevant documents to substantiate the claimed experience.

<b>Duration</b>	<b>Assignment name/&amp; brief description of main deliverables/outputs</b>	<b>Name of Client &amp; Country of Assignment</b>	<b>Approx. Client Turnover N\$</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010}	{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }	{e.g., Ministry of ....., country}	{e.g., N\$1 mill/N\$0.5 mill}	{e.g., Lead partner in a JV A&B&C}
{e.g., Jan-May 2008}	{e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....}	{e.g., municipality of....., country}	{e.g., N\$0.2 mil/N\$0.2 mil}	{e.g., sole Consultant}

**BIDDERS ARE ALLOWED TO REPRODUCE THIS DOCUMENT FOR THE EASE OF PROVIDING INFORMATION**

## **Volume 2: Technical Proposal**

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

---

#### **FORM TECH-3**

##### **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

---

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

#### **A - On the Terms of Reference**

{improvements to the Terms of Reference, if any}

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

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

## Volume 2: Technical Proposal

### Form TECH-4: Description of Approach, Methodology, and Work Plan in responding to the Terms of Reference

---

#### FORM TECH-4

#### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organisation and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (ToR), the technical approach, and the methodology you would adopt for implementing the tasks, (including on addressing Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) risks and, as required in the ToR, on managing cyber security risks related to the proposed consulting services contract to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the ToRs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the ToR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organisation and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

# Volume 2: Technical Proposal

## Form TECH-5: Work Schedule and Planning for Deliverables

### FORM TECH-5

#### WORK SCHEDULE AND PLANNING FOR DELIVERABLES



N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) delivery of final report to Client}												
<b>D-2</b>	{e.g., Deliverable #2:.....}												

- 1 List the deliverables in line with Terms of Reference, with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
- 3 Include a legend, if necessary, to help read the chart





1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.  
2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable)  
day shall be not less than eight (8) working (billable) hours.  
3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country  
outside the expert’s country of residence.

 Full time input  
 Part time input



## FORM TECH-6 (CONTINUED)

### CURRICULUM VITAE (CV)

<b>Position Title and No.</b>	{e.g., K-1, TEAM LEADER}
<b>Name of Expert:</b>	{Insert full name}
<b>Date of Birth:</b>	{day/month/year}
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialised education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

---

**Employment record relevant to the assignment:** Starting with present position, list in reverse order. Please provide dates, names of employing organisation, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organisation (s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.

Period	Employing organisation and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

---

Language Skills (indicate only languages in which you can work): \_\_\_\_\_

---

**Adequacy for the Assignment:**

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

**Expert 's contact information:** (e-mail ....., phone.....)

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Client.

{day/month/year}

\_\_\_\_\_  
Name of Expert

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

{day/month/year}

\_\_\_\_\_  
Name of authorized  
Representative of the Consultant  
(the same who signs the Proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## Volume 2: Technical Proposal

### Form TECH-7: Code of Conduct for Experts Form

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#### FORM TECH-7

#### CODE OF CONDUCT FOR EXPERTS FORM

***Note to the Client:***

***The following minimum requirements shall not be modified. The Client may include additional requirements to reflect Contract-specific issues/risks.***

***Delete this Box prior to issuance of the RFP.***

**Note to the Consultant:**

**The minimum content of the Code of Conduct form as set out by the Client shall not be substantially modified.** However, the Consultant may add requirements as appropriate, including to take into account Contract-specific issues/risks.

The Consultant shall initial and submit the Code of Conduct form as part of its Proposal.

#### CODE OF CONDUCT FOR EXPERTS

We are the Consultant, {*enter name of Consultant*}. We have signed a contract with Namibia Power Corporation (Pty) Ltd for CONSULTATION SERVICES TO FACILITATE THE DEVELOPMENT PROCESS FOR NAMPOWER INTEGRATED STRATEGIC BUSINESS PLAN 2026 – 2030. Our contract requires us to implement measures to address social risks related to the Services, if any, including the risks of sexual exploitation, sexual abuse and sexual harassment.

This Code of Conduct is part of our measures to deal with social risks, if any, related to the Services. This Code of Conduct identifies the behavior that we require from all Experts.

Our workplace for carrying the Services is an environment where unsafe, offensive, abusive or violent behavior will not be tolerated and where all persons should feel comfortable raising issues or concerns without fear of retaliation.

**REQUIRED CONDUCT**

Experts shall:

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant workers or children;
4. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, or Client's Personnel;
5. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
6. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
8. complete training/sensitization that may be provided related to the social aspects of the Contract, including on Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH);
9. report violations of this Code of Conduct; and
10. not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client.

**RAISING CONCERNS**

If any person observes behavior that he/she believes may represent a violation of this Code of Conduct, or that otherwise concerns him/her, he/she should raise the issue promptly. This can be done in either of the following ways:

1. Contact {*enter name of person assigned by the Consultant to handle such matters*} in writing at this address { } or by telephone at { } or in person at { }; or
2. Call { } to reach the Consultant's hotline (*if any*) and leave a message.

The person's identity will be kept confidential, unless reporting of allegations is mandated by the country law. Anonymous complaints or allegations may also be submitted and will be given all due and appropriate consideration. We take seriously all reports of possible misconduct and will investigate and take appropriate action. We will provide warm referrals to service providers that may help support the person who experienced the alleged incident, as appropriate.

There will be no retaliation against any person who raises a concern in good faith about any behavior prohibited by this Code of Conduct. Such retaliation would be a violation of this Code of Conduct.

### **CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT**

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including termination and possible referral to legal authorities.

FOR EXPERT:

I have received a copy of this Code of Conduct written in a language that I comprehend. I understand that if I have any questions about this Code of Conduct, I can contact [*enter name of the contact person(s) assigned by the Consultant*] requesting an explanation.

Name of Expert: {insert name}

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

Countersignature of authorized representative of the Consultant:

Signature: \_\_\_\_\_

Date: (day month year): \_\_\_\_\_

## Volume 2: Technical Proposal

### Form TECH-8: Sexual Exploitation and Abuse (Sea) and/or Sexual Harassment (SH) Performance Declaration

---

#### FORM TECH-8 SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION

*{The following table shall be filled in for the Consultant, each member of a Joint Venture and each subconsultant proposed by the Consultant}*

Consultant's Name: *{insert full name}*

Date: *{insert day, month, year}*

Joint Venture Member's or Subconsultant's Name: *{insert full name}*

RFP No. and title: CS/RFP/NUST-004/2025: CONSULTATION SERVICES TO FACILITATE THE DEVELOPMENT PROCESS FOR NUST INTEGRATED STRATEGIC BUSINESS PLAN 2026 - 2030

Page *{insert page number}* of *{insert total number}* pages

SEA and/or SH Declaration
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Client for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Client for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Client for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>



**ACCEPTANCE BY CONSULTANT REPRESENTATIVE**

In terms of the provision of Regulation 2 (5), I, ... ..... a duly authorised representative acting for and on behalf of ... ..... undertake to ensure that the requirements and provision of the Section 39 of the Labour Act and the Regulations relating to the Health and Safety of employees at work are complied with.

<b>Date:</b> .....
<b>Signature of duly authorised Consultant / Consultants' Representative</b>

Consultant – SSC No: -.....

<b>Date:</b> .....
<b>Signature of duly authorised Client / Client's Representative</b>

## **Section 4. Financial Proposal - Standard Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the 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 in Section 2.

- FIN-1      Financial Proposal Submission Form
- FIN-2      Summary of Costs
- FIN-3      Breakdown of Remuneration, including Appendix A “Financial Negotiations -
- FIN-4      Reimbursable expenses

## Volume 3: Financial Proposal

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

---

#### FORM FIN-1

#### FINANCIAL PROPOSAL SUBMISSION FORM

---

{Location, Date}

To: Namibia University of Science and Technology (NUST)  
Private Bag 13388  
13 Jackson Kaujeua Street  
Windhoek  
NAMIBIA

Dear Sirs/Madams:

We, the undersigned, offer to provide the consulting services for CONSULTATION SERVICES TO FACILITATE THE DEVELOPMENT PROCESS FOR NUST INTEGRATED STRATEGIC BUSINESS PLAN 2026 – 2030 in accordance with your Request for Proposal dated **Friday, 07 March 2025**.

Our attached Financial Proposal is based on milestone deliverables and will be paid upon completion of each milestone as outlined in the Data Sheet. The total amount for the project will be {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [*“including”*] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures}, which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period specified in the Data Sheet, ITC 12.1.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to the preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

---

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

We remain,

Yours sincerely,

---

Signature (of Consultant’s authorized representative) {In full and initials}:

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company’s name or JV’s name):

Capacity: {insert the person’s capacity to sign for the Consultant}

Address: {insert the authorized representative’s address}

Phone/fax: {insert the authorized representative’s phone and fax number, if applicable}

Email: {insert the authorized representative’s email address}\_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached.

## Volume 3: Financial Proposal

### Form FIN-2: Summary of Costs

#### FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with ITC 16.4 of the Data Sheet; delete columns which are not used}			
	Namibia Dollars (NAD or N\$)			
<b>Cost of the Financial Proposal</b>				
Including:				
(1) <b>Remuneration</b>				
(2) <b>Reimbursables</b>				
<b><u>Total Cost of the Financial Proposal:</u></b> {Should match the amount in Form FIN-1}				
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<b><u>Total Estimate for Indirect Local Tax:</u></b>				

--	--	--	--	--

**Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).**

## FORM FIN-3 BREAKDOWN OF REMUNERATION

[illegible]

	Total Costs							



---

## Appendix A. Financial Negotiations - Breakdown of Remuneration Rates

---

### 1. Review of Remuneration Rates

- 1.1. The remuneration rates are made up of salary or a base fee, social costs, overheads, profit, and any premium or allowance that may be paid for assignments away from headquarters or a home office. An attached Sample Form can be used to provide a breakdown of rates.
- 1.2. The Sample Form shall be completed and attached to the Financial Form-3. Agreed (at the negotiations) breakdown sheets shall form part of the negotiated Contract and included in its Appendix D or C.
- 1.3. At the negotiations the firm shall be prepared to disclose its 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. The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds.
- 1.4. Rate details are discussed below:
  - (i) Salary is the gross regular cash salary or fee 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) Bonuses are normally paid out of profits. To avoid double counting, any bonuses shall not normally be included in the "Salary" and should be shown separately. 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 Charges are the costs of non-monetary benefits and may include, inter alia, social security (including pension, medical, and life insurance costs) and the cost of a paid sick and/or annual leave. In this regard, a paid leave during public holidays or an annual leave taken during an assignment if no Expert's replacement has been provided is not considered social charges.
  - (iv) Cost of Leave. The principles of calculating the cost of total days leave per annum as a percentage of basic salary is normally calculated as follows:

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

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

Please note that leave can be considered as a social cost only if the Client is not charged for the leave taken.

- (v) Overheads are the Consultant'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 (non-billable time, time of senior Consultant's staff monitoring the project, rent of headquarters' office, support staff, research, staff training, marketing, etc.), the cost of Consultant's personnel 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 Experts who are not permanent employees of the Consultant. In such case, the Consultant shall be entitled only to administrative costs and a fee on the monthly payments charged for sub-contracted Experts.
- (vi) Profit is normally based on the sum of the Salary, Social costs, and Overheads. If any bonuses paid on a regular basis are listed, a corresponding reduction shall be made in the profit amount. Profit shall not be allowed on travel or any other reimbursable expenses.
- (vii) Away from Home Office Allowance or Premium or Subsistence Allowances. Some Consultants pay allowances to Experts working away from headquarters or outside of the home office. Such allowances are calculated as a percentage of salary (or a fee) 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.

UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

## Sample Form

Consultant:

Country:

Assignment:

Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

---

[Name of Consultant]

---

Signature of Authorized Representative

---

Date

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

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

**Consultant's Representations Regarding Costs and Charges  
(Model Form I)**

(Expressed in NAD)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Client's Country									
				_____					
				_____					

1. Expressed as percentage of 1

2. Expressed as percentage of 4

**FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES**

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	Namibian Dollars (NAD)	Namibia Dollars (NAD)
—	{e.g., Per diem allowances**}	{Day}				
—	{e.g., International flights}	{Ticket}				
—	{e.g., In/out airport transportation}	{Trip}				
	{e.g., Communication costs between Insert place and Insert place}					
	{ e.g., reproduction of reports}					
	{e.g., Office rent}					
	.....					
	{Training of the Client's personnel – if required in TOR}					
Total Costs						

**Legend:**

"Per diem allowance" is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.









## Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

### 1. Purpose

1.1 The Client's Anti-Corruption Guidelines and this annex apply with respect to procurement under Client Investment Project Financing operations.

### 2. Requirements

2.1 The Client requires that Borrowers (including beneficiaries of Client financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Client-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Client:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client 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

- (b) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Client determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Client determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Client to address such practices when they occur, including by failing to inform the Client in a timely manner at the time they knew of the practices;
- d. Pursuant to the Client's Anti- Corruption Guidelines and in accordance with the Client's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Client-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Client-financed contract; and (iii) to receive the proceeds of any loan made by the Client or otherwise to participate further in the preparation or implementation of any Client-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Client loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Client to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection

<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Client or persons appointed by the Client to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

and/or contract execution, and to have them audited by auditors appointed by the Client.



## **Section 7. Terms of Reference**

## TERMS OF REFERENCE

### PART 1. BACKGROUND

Public Enterprises Governance Act, 2019 (PEGA), section 13, requires all Public Enterprises to develop a 5-year Integrated Strategic Business Plan. The Integrated Strategic Business Plan (ISBP) aligns and integrates its 5-year strategic plan and 5-year Business and Financial Plans.

The ISBP is, therefore, an integrated 5-year plan that covers the 5-year Public Enterprises Strategic Plan and 5-year Business Implementation Plan (BIP), and it is the foundation from which Annual Business & Financial Plans (ABFPs) are being developed every financial year. The ISBP is a living working document that guides and provides strategic direction for the NUST for the next 5-year planning term, with related strategic objective, measures, initiatives, revenue and resource requirements.

The current NUST Integrated Strategic Business Plan (ISBP) 2021-2025 is set to come to an end on **31 December 2025**. With the expiration of the current ISBP 2021-2025, it is imperative for NUST and for business continuity to develop an ISBP 2026-2030. This strategic plan will serve as a blueprint for guiding the university's priorities, resource allocation, and overall direction in a rapidly evolving higher education landscape. To achieve this, NUST seeks to appoint a highly qualified Consultant through a competitive procurement process.

An external Consultant brings an unbiased, expert-driven approach which is crucial for developing a robust ISBP. With expertise in best practices, industry trends, and performance-driven strategic planning and management the consultant will ensure NUST's strategic direction is forward-looking and extends beyond 2030.

Considering the preceding, NUST requires the services of a suitably qualified and experienced consultant or consultancy company to facilitate the development of its Integrated Strategic Business Plan and Business Implementation Plans, which will guide its operations and provide strategic direction for the 2026 – 2030 period.

### ABOUT NUST

The Namibia University of Science and Technology (NUST) is a non-commercial, public higher education institution in Namibia. Its existence can be traced back to the year 1980, with the establishment of the Academy for Tertiary Education Act No. 13 of 1980.

The Academy commenced its first academic activities on 14 January 1980, offering Teacher Training and Secretarial Courses. Five years later, the gazetted Act No. 9 of 1985 led to the restructuring of the Academy into three distinct institutional components namely the University of Namibia, Technikon Namibia, and The College for Out-of-School Training (COST).

After Namibia's independence in 1990, the government sought to restructure the higher education landscape. The first Presidential Commission on Higher Education in 1991 recommended the establishment of a Polytechnic, which led to the merging of Technikon Namibia and COST. Then, the Polytechnic of Namibia Act No. 33 of 1994 was promulgated. The Act outlined a gradual transition towards offering degree programmes while phasing out vocational training courses. Hence, the former City Campus (formerly referred to as the Academy) became the Polytechnic of Namibia.

On 16 November 2015, the Namibia University of Science and Technology Act, Act No.7 of 2015 was gazetted, officially transforming the Polytechnic of Namibia into the Namibia University of Science and Technology (NUST). Section 5 mandates the University to focus on higher education, applied research, and innovation, offering undergraduate, postgraduate, and doctoral programmes. Furthermore, the university drives, promotes and facilitates skills and technology development, technology transfer, and innovation diffusion through industry collaboration, ensuring graduates are industry-ready and contribute to national and global development.

## **PART 2. SCOPE OF SERVICE (WORK)**

The scope of work to be carried out by the successful consultant includes the following activities:

- a) Review ISBP 2021 – 2025 Strategic Performance
- b) Assess and conduct the Business Macro Environmental Scanning (PESTLE and SWOT), Industry Analysis (Industry performance, size, volumes, Industry Changes, Trends, Driving Forces, Industry Risks and Opportunities), Market Analysis, the Challenges / Needs / Opportunities
- c) Analyse and craft a clear and competitive value proposition that differentiates NUST within the science and technology education landscape
- d) Facilitate Strategic Planning Workshops with key stakeholders to ensure alignment and collaboration through focus group discussions and surveys to gather insight and expectations.
- e) Evaluate and Develop a Comprehensive Business Model to guide financial sustainability
- f) Review and define NUST's purpose, vision, mission and core values to establish a clear institutional identity.

- g) Evaluate and develop Strategic Responses (aligned to National Policies and Goals, Themes, Strategic Objectives and Strategic Map) using the BSC Framework and IPOO Logic
- h) Assess and identify Strategic Themes, Objectives, and Key Priorities for the next five years.
- i) Review and develop a detailed 5-year corporate balance Scorecard with initiatives that are costed and have timelines
- j) Assess and develop the Resources requirements for the university.
- k) Assess and establish Key Performance Indicators (KPIs) to measure progress and success
- l) Draft a Comprehensive Business Implementation with guidelines.
- m) Provide Training and Capacity-Building Support to enhance execution capabilities.
- n) Identify potential risks and develop mitigation strategies to ensure the strategic plan's resilience.
- o) Analyse and develop comprehensive Human Resources and Skills Development Plans, Enrolment Plans, Marketing Plans, Financial Plans, Investment Plans, Physical Infrastructure Plans, Risk Management Plans and ICT Plans to effectively support the strategic plan implementation.
- p) Establish a Monitoring, Evaluation, and Performance Management Framework to track progress and ensure accountability.
- q) Develop the 5-year Integrated Strategic Business Plan document.

***The scope is not limited to the above and a consultant is expected to submit a comprehensive proposal based on their expertise and experience.***

### **PART 3. FACILITIES TO BE PROVIDED BY NUST**

To support the ISBP 2026-2030 development, the Consultant will collaborate with the Department of Corporate Strategy and Institutional Planning and ISBP -Working Group, which has been appointed to oversee the strategic planning and execution process. The Consultant will also receive the ISBP 2021-2025 Performance Reports, offering insights into achievements, challenges, and areas for improvement. Additionally, a Project Workplan and Draft Situational Analysis, prepared by the Working Group, will be shared with the Consultant to inform them of the strategic direction. Any further data required for analysis and planning will be made available as needed to ensure a well-informed and comprehensive strategic plan.



## PART 4. DELIVERABLES

The key deliverables will include the following but are not limited:

- a) **ISBP 2021 – 2025 Performance Review Report:** Review the previous ISBP and provide recommendations for gaps and opportunities missed.
- b) **Inception Report:** A comprehensive document detailing the consultant's work plan, methodology, and timeline. This report will provide a roadmap for executing the project.
- c) **Stakeholder Presentations:** Formal presentations at various phases to key stakeholders including Council, ensuring clarity, alignment, and plan endorsement. Furthermore, a detailed report capturing insights from consultations with key stakeholders on situational analysis and strategy development discussions.
- d) **Business Model and Business Implementation Plan:** A well-structured business model outlining financial and institutional sustainability over the next five years and a clear execution framework detailing resource allocation, risk management strategies, and implementation timelines to operationalise the ISBP 2026-2030.
- e) **Monitoring, Evaluation, and Performance Measurement Frameworks:** A structured framework outlining key performance indicators (KPIs), monitoring tools, and evaluation processes to track progress and ensure accountability in executing the strategic plan.
- f) **Strategic Support Plans:** Development of key functional plans essential for implementing the strategic plan, Strategy Map, including Human Resources and Skills Development Plan; Enrolment Plan – Projecting student enrolment growth and academic programme expansion; Marketing Plan; Financial and Investment Plan; and Infrastructure Development Plan – Addressing campus expansion, facility upgrades, and resource optimisation.
- g) **Develop a complete NUST Integrated Strategic Business Plan 2026 – 2030:** Using the MFPE Guideline, create a final ISBP report for approval.
- h) **Organisational balanced scorecard:** Develop an organisational balance scorecard that can be used to cascade the strategic plan implementation at different levels.

## **PART II**

### **Section 8. Conditions of Contract and Contract Forms**

**LUMP-SUM FORM OF CONTRACT**

**STANDARD FORM OF CONTRACT**

# **Consultant's Services**

Lump-Sum



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## **CONTRACT FOR CONSULTANT'S SERVICES**

### **Lump-Sum**

**Project Name: Development of NUST Integrated Strategic Business Plan**

**Contract No.** CS/RFP/NUST-004/2025

**Assignment Title:** Consultation Services to Facilitate the Development Process for NUST Integrated Strategic Business Plan 2026 – 2030

**between**

#### **NAMIBIA UNIVERSITY OF SCIENCE AND TECHNOLOGY**

Duly established in terms of the Namibia University of Science and Technology Act,  
Act No. 7 of 2015,

Herein represented by **Prof Eroid Naomab**, in his capacity as Vice-Chancellor  
and duly authorised thereto and whose business address is:

13 Jackson Kaujeua Street  
Private Bag 13388  
Windhoek  
NAMIBIA

Telephone: +264 61 207 2001  
Facsimile: +264 61 207 9001

Email: [vc@nust.na](mailto:vc@nust.na)  
Website: [www.nust.na](http://www.nust.na)

**(Hereinafter referred to as the “the Client” *[Name of the Client]*)**

**and**



---

***[Name of the Consultant]***

**Dated:** \_\_\_\_\_



## I. Form of Contract

### LUMP-SUM

(Text in brackets [ ] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[2024]*, between, on the one hand, Namibia Power Corporation (Pty) Ltd (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

#### WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received] a grant from the International Client for Reconstruction and Development (IBRD) toward the cost of the Services and intends to apply a portion of the proceeds of this grant to eligible payments under this Contract, it being understood that (i) payments by the Client will be made only at the request of the Client and upon approval by the Client; (ii) such payments will be subject, in all respects, to the terms and conditions of the grant agreement, including prohibitions of withdrawal from the grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Client, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the grant agreement or have any claim to the grant proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract (including Attachment 1 “Fraud and Corruption”);
- (b) The Special Conditions of Contract;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E: Code of Conduct for Experts

Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; Appendix E; and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Namibia Power Corporation (Propriety) Limited

---

Kahenge Simson Haulofu, Managing Director

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

---

*[Authorized Representative of the Consultant – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

*[Name of the lead member]*

---

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*



## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) **“Client”** means the International Client for Reconstruction and Development (IBRD) or the International Development Association (IDA).
  - (c) **“Borrower”** means the Government, Government agency or other entity that signs the financing agreement with the Client.
  - (d) **“Client”** means the implementing agency that signs the Contract for the Services with the Selected Consultant.
  - (e) **“Client’s Personnel”** refers to the staff, labor and other employees (if any) of the Client engaged in fulfilling the Client’s obligations under the Contract; and any other personnel identified as Client’s Personnel, by a notice from the Client to the Consultant.
  - (f) **“Consultant”** means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
  - (g) **“Contract”** means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
  - (h) **“Day”** means a working day unless indicated otherwise.
  - (i) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (j) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-

consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

- (k) **“Foreign Currency”** means any currency other than the currency of the Client’s country.
- (l) **“GCC”** means these General Conditions of Contract.
- (m) **“Government”** means the government of the Client’s country.
- (n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“Local Currency”** means the currency of the Client’s country.
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) **“Party”** means the Client or the Consultant, as the case may be, and **“Parties”** means both of them.
- (s) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) **“Services”** means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) **“Sexual Exploitation and Abuse” “(SEA)”** means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to,



profiting monetarily, socially or politically from the sexual exploitation of another.

**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

- (v) **“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (w) **“Sub-consultants”** means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (x) **“Third Party”** means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

## 2. Relationship between the Parties

- 2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 3. Law Governing Contract

- 3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## 4. Language

- 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

## 5. Headings

- 5.1. The headings shall not limit, alter or affect the meaning of this Contract.

## 6. Communications

- 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.

- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location**
- 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge**
- 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives**
- 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Fraud and Corruption**
- 10.1. The Client requires compliance with the Client's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Client's Sanctions Framework, as set forth in Attachment 1 to the GCC.
- a. Commissions and Fees**
- 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Client.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract**
- 11.1. This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services.

This notice shall confirm that the effectiveness conditions, if any, listed in the **SCC** have been met.

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| <b>12. Termination of Contract for Failure to Become Effective</b> | 12.1. | If this Contract has not become effective within such time period after the date of Contract signature as specified in the <b>SCC</b> , either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| <b>13. Commencement of Services</b>                                | 13.1. | The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the <b>SCC</b> .   |
| <b>14. Expiration of Contract</b>                                  | 14.1. | Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the <b>SCC</b> .   |
| <b>15. Entire Agreement</b>  | 15.1. | This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.  |
| <b>16. Modifications or Variations</b>                             | 16.1. | Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.   |
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- 17. Force Majeure**
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| a. <b>Definition</b> | 17.1. | For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial |
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action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and

necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49 & 50.

## **18. Suspension**

18.1. The Client may, by written notice of suspension to the Consultant, suspend part or all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## **19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

### **a. By the Client**

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or Clientrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of

debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 50.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the

Client of the Consultant's notice specifying such breach.

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| <p><b>c. Cessation of Rights and Obligations</b></p> | <p>19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.</p> |
| <p><b>d. Cessation of Services</b></p>               | <p>19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.</p>   |
| <p><b>e. Payment upon Termination</b></p>            | <p>19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:</p> <ul style="list-style-type: none"> <li>(a) payment for Services satisfactorily performed prior to the effective date of termination; and</li> <li>(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.</li> </ul>  |

### **C. OBLIGATIONS OF THE CONSULTANT**

#### **20. General**

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| <p><b>a. Standard of Performance</b></p> | <p>20.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards</p> |
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and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. As required in the **SCC**, the Consultant shall take additional measures to manage cyber security risks related to the Contract. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Submission by the Consultant for the Client's approval, for addition of any Sub-consultant not named in the Contract, shall also include the Sub-consultant's declaration in accordance with Appendix F- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law Applicable to Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or

(b) 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 Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.



- 20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.
- 21. Conflict of Interest**
- 21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 43 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Client's Applicable Regulations, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.
- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

<b>d. Strict Duty to Disclose Conflicting Activities</b>	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall 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.
<b>22. Confidentiality</b>	22.1. Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
<b>23. Liability of the Consultant</b>	23.1. Subject to additional provisions, if any, set forth in the <b>SCC</b> , the Consultant's liability under this Contract shall be provided by the Applicable Law.
<b>24. Insurance to be taken out by the Consultant</b>	24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the <b>SCC</b> , and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
<b>25. Accounting, Inspection and Auditing</b>	<p>25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.</p> <p>25.2. Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Client and/or persons appointed by the Client to inspect the site and/or the accounts, records and other</p>

documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Client. The Consultant's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Client's prevailing sanctions procedures).

**26. Reporting  
Obligations**

- 26.1. The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights  
of the Client in  
Reports and  
Records**

- 27.1. Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.
- 27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

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| <b>28. Equipment, Vehicles and Materials</b> | <p>28.1. Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.</p> <p>28.2. Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.</p> |
| <b>29. Code of Conduct</b>                   | <p>29.1. The Consultant shall have a Code of Conduct for the Experts. Consultant shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.</p> <p>These measures include providing instructions and documentation that can be understood by the Expert and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.</p> <p>The Consultant shall also ensure that the Code of Conduct is visibly displayed in locations where the Services are provided. The posted Code of Conduct shall be provided in languages comprehensible to the Experts and the Client's Personnel.</p>  |
| <b>30. Forced Labor</b>                      | <p>30.1. The Consultant, including its Subconsultants, shall not employ or engage forced labor. Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.</p>   |

No persons shall be employed or engaged who have been subject to trafficking. Trafficking in persons is defined as the recruitment, transportation, transfer, harboring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.

**31. Child Labor**

- 31.1. The Consultant, including its Subconsultants, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).

The Consultant, including its Subconsultants, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

The Consultant, including its Subconsultants, shall only employ or engage children between the minimum age and the age of 18 after an appropriate risk assessment has been conducted by the Consultant with the Client's consent. The Consultant shall be subject to regular monitoring by the Client that includes monitoring of health, working conditions and hours of work.

Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:

- (a) with exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or

- (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.

- 32. Non-Discrimination and Equal Opportunity** 32.1. The Consultant shall not make decisions relating to the employment or treatment of Experts on the basis of personal characteristics unrelated to inherent job requirements. The Consultant shall base the employment of Experts on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to any aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, job assignment, promotion, termination of employment or retirement, and disciplinary practices.
- Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination. The Consultant shall provide protection and assistance as necessary to ensure non-discrimination and equal opportunity, including for specific groups such as women, people with disabilities, migrant workers and children (of working age in accordance with Clause GCC 31).
- 33. Training of Experts** 33.1. The Consultant shall provide appropriate sensitization to the Experts on social aspects of the Contract, including on prohibition of SEA and SH.
- The Consultant shall provide training on SEA and SH, including its prevention, to any of its Experts who has a role to supervise other Experts.

#### **D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS**

- 34. Description of Key Experts** 34.1. The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B.**
- 35. Replacement of Key Experts** 35.1. Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 35.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on

the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**36. Removal of Experts or Sub-consultants**

- 36.1. If the Client finds that any of the Experts or Sub-consultant:
- (a) persists in any misconduct or lack of care;
  - (b) carries out duties incompetently or negligently;
  - (c) fails to comply with any provision of the Contract;
  - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
  - (e) undertakes behaviour which breaches the Code of Conduct;
- the Consultant shall, at the Client's written request, provide a replacement.
- 36.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 36.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.
- 36.4. Subject to the requirements in Sub-Clause 36.3, and notwithstanding any requirement from the Client to request a replacement, the Consultant shall take immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.
- 36.5. The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## **E. OBLIGATIONS OF THE CLIENT**

### **37. Assistance and Exemptions**

- 37.1. Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:
- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
  - (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
  - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
  - (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
  - (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
  - (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
  - (g) Provide to the Consultant any such other assistance as may be specified in the **SCC**.



- |   |  |
|---|--|
| <b>38. Access to Project Site</b>                                   | 38.1. The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.  |
| <b>39. Change in the Applicable Law Related to Taxes and Duties</b> | 39.1. If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1  |
| <b>40. Services, Facilities and Property of the Client</b>          | 40.1. The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference ( <b>Appendix A</b> ) at the times and in the manner specified in said <b>Appendix A</b> .   |
| <b>41. Counterpart Personnel</b>                                    | <p>41.1. The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in <b>Appendix A</b>.</p> <p>41.2. Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.</p> |
| <b>42. Payment Obligation</b>                                       | 42.1. In consideration of the Services performed by the Consultant under this Contract, the Client shall make such   |

payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

## F. PAYMENTS TO THE CONSULTANT

- |  |  |
|--|--|
| <b>43. Contract Price</b>              | <p>43.1. The Contract price is fixed and is set forth in the <b>SCC</b>. The Contract price breakdown is provided in <b>Appendix C</b>.</p> <p>43.2. Any change to the Contract price specified in Clause GCC 43.1 can be made only if the Parties have agreed to the revised scope of Services pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in <b>Appendix A</b>.</p>   |
| <b>44. Taxes and Duties</b>            | <p>44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the <b>SCC</b>.</p> <p>44.2. As an exception to the above and as stated in the <b>SCC</b>, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.</p>   |
| <b>45. Currency of Payment</b>         | <p>45.1. Any payment under this Contract shall be made in the currency (ies) of the Contract.</p>  |
| <b>46. Mode of Billing and Payment</b> | <p>46.1. The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 43.1.</p> <p>46.2. The payments under this Contract shall be made in lump-sum instalments against deliverables specified in <b>Appendix A</b>. The payments will be made according to the payment schedule stated in the <b>SCC</b>.</p> <p>46.2.1 <u>Advance payment:</u> Unless otherwise indicated in the <b>SCC</b>, an advance payment shall be made against an advance payment Client guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the <b>SCC</b>. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in <b>Appendix D</b>, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments</p> |

specified in the **SCC** until said advance payments have been fully set off.

46.2.2 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.3 *The Final Payment.* The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

46.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

46.2.5 With the exception of the final payment under 46.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

#### **47. Interest on Delayed Payments**

47.1. If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

### **G. FAIRNESS AND GOOD FAITH**

#### **48. Good Faith**

48.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all

reasonable measures to ensure the realization of the objectives of this Contract.

## **H. SETTLEMENT OF DISPUTES**

### **49. Amicable Settlement**

- 49.1. The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 49.2. If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 50.1 shall apply.

### **50. Dispute Resolution**

- 50.1. Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC**.

**II. General Conditions**  
**Attachment 1**  
**Fraud and Corruption**  
*(Text in this Attachment shall not be modified)*

**1. Purpose**

1.1 The Client's Anti-Corruption Guidelines and this annex apply with respect to procurement under Client Investment Project Financing operations.

**2. Requirements**

2.1 The Client requires that Borrowers (including beneficiaries of Client financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Client-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Client:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. "obstructive practice" is:
  - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Client 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

- (b) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Client determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Client determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Client to address such practices when they occur, including by failing to inform the Client in a timely manner at the time they knew of the practices;
  - d. Pursuant to the Client's Anti- Corruption Guidelines and in accordance with the Client's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Client-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Client-financed contract; and (iii) to receive the proceeds of any loan made by the Client or otherwise to participate further in the preparation or implementation of any Client-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Client loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Client to inspect<sup>3</sup> all

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Client or persons appointed by the Client to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Client.







	<b>For the Consultant:</b> <i>[name, title]</i> _____
<b>11.1</b>	Not Applicable
<b>12.1</b>	<b>Termination of Contract for Failure to Become Effective:</b>  The time shall be 10 calendar days from the Contract signature.
<b>13.1</b>	<b>Commencement of Services:</b>  The number of days shall be immediately from the Contract signature.
<b>14.1</b>	<b>Expiration of Contract:</b>  <b>The time period shall be six (6) months</b> <i>[insert time period, e.g.: twelve months]. [to be agreed during contract negotiation].</i>
<b>20.1</b>	The Consultant, including its Sub-consultants/suppliers/ service providers, shall take all technical and organisational measures necessary to protect the information technology systems and data used in connection with the Contract. Without limiting the foregoing, the Consultant, including its Sub-consultants/ suppliers/ service providers, shall use all reasonable efforts to establish, maintain, implement and comply with reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorised distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Contract.
<b>21 b.</b>	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3

<b>23.1</b>	<b>No additional provisions.</b>
<b>24.1</b>	<b>Not Applicable</b>
<b>27.2</b>	The Consultant shall not use the information obtained as a result of this Contract for purposes unrelated to this Contract without the prior written approval of the Client.
<b>37.1(g)</b>	<i>[List here any other assistance to be provided by the Client. If there is no such other assistance, delete this Clause SCC 37.1(g).]</i>
<b>38</b>	After completion of the activities under this Contract, the Consultant shall return the site to its original state as far as reasonably possible.
<b>43.1</b>	<p><b>The Contract price is:</b> _____ <i>[insert amount and currency for each currency as applicable]</i> <b>[indicate: inclusive or exclusive] of local indirect taxes.</b></p> <p><b>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall</b> <i>[insert as appropriate: “be paid” or “reimbursed”]</i> <b>by the Client</b> <i>[insert as appropriate: “for” or “to”]</i> <b>the Consultant.</b></p> <p><b>The amount of such taxes is</b> _____ <b>[insert the amount as finalized at the Contract’s negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant’s Financial Proposal.</b></p>
<b>44.1 and 44.2</b>	<p>The Client warrants that the Client shall pay on behalf of the Consultant, the Sub-consultants and the Experts any indirect taxes, duties, fees, levies and other impositions imposed, under the applicable law in the Client’s country, on the Consultant, the Sub-consultants and the Experts in respect of:</p> <ul style="list-style-type: none"> <li>(a) any payments whatsoever made to the Consultant, Sub-consultants and the Experts (other than nationals or permanent residents of the Client’s country), in connection with the carrying out of the Services;</li> <li>(b) any equipment, materials and supplies brought into the Client’s country by the Consultant or Sub-consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn by them;</li> <li>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</li> <li>(d) any property brought into the Client’s country by the Consultant, any Sub-consultants or the Experts (other than nationals or permanent residents of the Client’s country), or the eligible dependents of such experts for their personal use</li> </ul>

	<p>and which will subsequently be withdrawn by them upon their respective departure from the Client’s country, provided that:</p> <p>(i) the Consultant, Sub-consultants and experts shall follow the usual customs procedures of the Client’s country in importing property into the Client’s country; and</p> <p>(ii) if the Consultant, Sub-consultants or Experts do not withdraw but dispose of any property in the Client’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-consultants or Experts, as the case may be, (a) shall bear such customs duties and taxes in conformity with the regulations of the Client’s country, or (b) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client’s country.</p> <p>The Consultant should have included all the relevant taxes as part of its Financial Proposal.</p>															
46.2	<p><b>The payment schedule:</b></p> <table><tr><td>Performance Review Report for ISBP 2021-2025</td><td>10%</td><td>Contract Value</td></tr><tr><td>Development of a 5-year Corporate Balance Scorecard</td><td>20%</td><td>Contract Value</td></tr><tr><td>Development of Implementation Plans</td><td>20%</td><td>Contract Value</td></tr><tr><td>Finalisation of the ISBP 2026 – 2030 document</td><td>50%</td><td>Contract Value</td></tr><tr><td><b>Total Payment</b></td><td>100%</td><td></td></tr></table>	Performance Review Report for ISBP 2021-2025	10%	Contract Value	Development of a 5-year Corporate Balance Scorecard	20%	Contract Value	Development of Implementation Plans	20%	Contract Value	Finalisation of the ISBP 2026 – 2030 document	50%	Contract Value	<b>Total Payment</b>	100%	
Performance Review Report for ISBP 2021-2025	10%	Contract Value														
Development of a 5-year Corporate Balance Scorecard	20%	Contract Value														
Development of Implementation Plans	20%	Contract Value														
Finalisation of the ISBP 2026 – 2030 document	50%	Contract Value														
<b>Total Payment</b>	100%															
46.2.4	<p><b>The accounts are:</b> for local currency: <i>[insert account]</i>.</p>															
47.1	<p><b>The interest rate is:</b> Client of Namibia’s prime lending rate.</p>															
50.1	<p>If a dispute of any kind arises between the Client and the Consultant in connection with, or arising out of, the contract or the execution of works or after completion of works and whether before or after repudiation or other termination of Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Project Manager, the responsible representatives of the parties shall attempt, in good faith, to settle the dispute. Upon request of an aggrieved party, a senior management representative of each party shall participate in the negotiations. Each party shall be entitled to terminate these attempts by written notification to the other party(-ies) at any time.</p> <p>If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either party may give written notice to the other party of</p>															

	<p>its intention to refer the matter for arbitration in accordance with the Arbitration Act, 1965 (Act 42 of 1965 of the republic of South Africa).</p> <p>The country of seating shall be South Africa and the arbitral institution to be used shall be the Arbitration Foundation of Southern Africa (AFSA).</p>
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## IV. Appendices

### APPENDIX A – TERMS OF REFERENCE

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

.....

### APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....

### APPENDIX C – BREAKDOWN OF CONTRACT PRICE

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]*

*When the Consultant has been selected under Quality-Based Selection method, also add the following:*

*"The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Consultants' Representations regarding Costs and Charges" submitted by the Consultant to the Client prior to the Contract's negotiations.*

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 46.2.3 of this Contract.”]

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### Model Form I

#### Breakdown of Agreed Fixed Rates in Consultant's Contract

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency])\*

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sub>1</sub>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Client's Country									

<sup>1</sup> Expressed as percentage of 1

<sup>2</sup> Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name and Title: \_\_\_\_\_

## **APPENDIX E - CODE OF CONDUCT FOR EXPERTS**

## APPENDIX F - SEXUAL EXPLOITATION AND ABUSE (SEA) AND/OR SEXUAL HARASSMENT (SH) PERFORMANCE DECLARATION FOR SUB-CONSULTANTS

*[The following table shall be filled in for the Consultant, each member of a Joint Venture and each Sub-consultant proposed by the Consultant]*

Consultant's Name: *[insert full name]*

Date: *[insert day, month, year]*

Joint Venture Member's or Sub-consultant's Name: *[insert full name]*

RFP No. and title: *[insert RFP number and title]*

Page *[insert page number]* of *[insert total number]* pages

<b>SEA and/or SH Declaration</b>
<p>We:</p> <p><input type="checkbox"/> (a) have not been subject to disqualification by the Client for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (b) are subject to disqualification by the Client for non-compliance with SEA/ SH obligations</p> <p><input type="checkbox"/> (c) had been subject to disqualification by the Client for non-compliance with SEA/ SH obligations. An arbitral award on the disqualification case has been made in our favor.</p>
<p><b><i>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i></b></p>

## **PART III**

### **Section 9. Notification of Intention to Award and Beneficial Ownership Forms**

## Notification of Intention to Award

***[This Notification of Intention to Award shall be sent to each Consultant whose Financial Proposal was opened. Send this Notification to the authorized representative of the Consultant].***

For the attention of Consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

***[IMPORTANT: insert the date that this Notification is transmitted to all Consultants. The Notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]***

**DATE OF TRANSMISSION:** This Notification is sent by: *[email/fax]* on *[date]* (local time)

## Notification of Intention to Award

**Client:** *[insert the name of the Client]*

**Contract title:** *[insert the name of the contract]*

**Country:** *[insert country where RFP is issued]*

**Loan No. /Credit No. /Grant No.:** *[insert reference number for loan/credit/grant]*

**RFP No:** *[insert RFP reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) request a debriefing in relation to the evaluation of your Proposal, and/or
- b) submit a Procurement-related Complaint in relation to the decision to award the contract.

### 1. The successful Consultant

**Name:** *[insert name of successful Consultant]*

**Address:** *[insert address of the successful Consultant]*

**Contract price:** *[insert contract price of the successful Consultant]*

2. Short listed Consultants *[INSTRUCTIONS: insert names of all short listed Consultants and indicate which Consultants submitted Proposals. Where the selection method requires it, state the price offered by each Consultant as read out, and as evaluated. Include overall technical scores and scores assigned for each criterion and sub-criterion. Select Full Technical Proposal (FTP) or Simplified Technical Proposal (STP) in the last column below.]*

Name of Consultant	Submitted Proposal	<i>[use for FTP]</i> Overall technical scores	<i>[use for STP]</i> Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
<i>[insert name]</i>	<i>[yes/no]</i>	<b>Criterion (i):</b> <i>[insert score]</i> <b>Criterion (ii):</b> <i>[insert score]</i> <b>Criterion (iii):</b> <i>[insert score]</i> <u>Sub-criterion a:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion b:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <u>Sub-criterion c:</u> 1: <i>[insert score]</i> 2: <i>[insert score]</i> 3: <i>[insert score]</i> <b>Criterion (iv):</b> <i>[insert score]</i> <b>Criterion (v):</b> <i>[insert score]</i> <b>Total score:</b> <i>[insert score]</i>	<b>Criterion (i):</b> <i>[insert score]</i> <b>Criterion (ii):</b> <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i> <u>Sub-criterion c:</u> <i>[insert score]</i> <b>Total score:</b> <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<b>Combined Score:</b> <i>[combined score]</i> <b>Ranking:</b> <i>[ranking]</i>
<i>[insert name]</i>	<i>[yes/no]</i>	<b>Criterion (i):</b> <i>[insert score]</i> <b>Criterion (ii):</b> <i>[insert score]</i> <b>Criterion (iii):</b> <i>[insert score]</i> <u>Sub-criterion a:</u>	<b>Criterion (i):</b> <i>[insert score]</i> <b>Criterion (ii):</b> <i>[insert score]</i> <u>Sub-criterion a:</u> <i>[insert score]</i> <u>Sub-criterion b:</u> <i>[insert score]</i>	<i>[Proposal price]</i>	<i>[evaluated price]</i>	<b>Combined Score:</b> <i>[combined score]</i> <b>Ranking:</b> <i>[ranking]</i>

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] <b>Criterion (iv):</b> [insert score] <b>Criterion (v):</b> [insert score] <b>Total score:</b> [insert score]	<u>Sub-criterion c:</u> [insert score] <b>Total score:</b> [insert score]			
[insert name]	[yes/no]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <b>Criterion (iii):</b> [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score]	<b>Criterion (i):</b> [insert score] <b>Criterion (ii):</b> [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] <b>Total score:</b> [insert score]	[Proposal price]	[evaluated price]	<b>Combined Score:</b> [combined score] <b>Ranking:</b> [ranking]

Name of Consultant	Submitted Proposal	[use for FTP] Overall technical scores	[use for STP] Overall technical scores	Financial Proposal price (if applicable)	Evaluated Financial Proposal price (if applicable)	Combined score and ranking (if applicable)
		2: [insert score]				
		3: [insert score]				
		Criterion (iv): [insert score]				
		Criterion (v): [insert score]				
		Total score: [insert score]				
[insert name]	...					
...	...					



**3. Reason/s why your Proposal was unsuccessful [*Delete if the combined score already reveals the reason*]**

***[INSTRUCTIONS; State the reason/s why this Consultant's Proposal was unsuccessful. Do NOT include: (a) a point by point comparison with another Consultant's Proposal or (b) information that is marked confidential by the Consultant in its Proposal.]***

**4. How to request a debriefing [*This applies only if your proposal was unsuccessful as stated under point (3) above*]**

**DEADLINE:** The deadline to request a debriefing expires at midnight on [*insert date*] (local time).

You may request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing your written request must be made within three (3) Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Consultant, contact details; and address the request for debriefing as follows:

**Attention:** [*insert full name of person, if applicable*]

**Title/position:** [*insert title/position*]

**Agency:** [*insert name of Client*]

**Email address:** [*insert email address*]

**Fax number:** [*insert fax number*] ***delete if not used***

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

**5. How to make a complaint**

**DEADLINE: The deadline for submitting a Procurement-related Complaint challenging the decision to award the contract expires on midnight, *[insert date]* (local time).**

Provide the contract name, reference number, name of the Consultant, contact details; and address the Procurement-related Complaint as follows:

**Attention:** *[insert full name of person, if applicable]*

**Title/position:** *[insert title/position]*

**Agency:** *[insert name of Client]*

**Email address:** *[insert email address]*

**Fax number:** *[insert fax number]* ***delete if not used***

[At this point in the procurement process] [ Upon receipt of this notification] you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.

Further information:

For more information see the “Procurement Regulations for IPF Borrowers (Procurement Regulations) (Annex III).” You should read these provisions before preparing and submitting your complaint. In addition, the World Bank’s Guidance “How to make a Procurement-related Complaint” provides a useful explanation of the process, as well as a sample letter of complaint.

In summary, there are four essential requirements:

1. You must be an ‘interested party’. In this case, that means a Consultant who has submitted a Proposal in this selection process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the deadline stated above.
4. You must include, in your complaint, all of the information required by the Procurement Regulations (as described in Annex III).

## 6. Standstill Period

**DEADLINE: The Standstill Period is due to end at midnight on *[insert date]* (local time).**

The Standstill Period lasts **seven (7)** Business Days after the date of transmission of this Notification of Intention to Award.

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The Standstill Period may be extended. This may happen where we are unable to provide a debriefing within the five (5) Business Day deadline. If this happens, we will notify you of the extension.

If you have any questions regarding this Notification, please do not hesitate to contact us.

On behalf of [*insert the name of the Client*]:

**Signature:** \_\_\_\_\_

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

**Title/position:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email:** \_\_\_\_\_