

Request for Proposal

Provision of Outsourcing of IT Support Services to the Environmental Investment Fund of Namibia.

Procurement No: SC/RP/EIF-01/2021

Business Name:		
Postal Address:		
Telephone No:		
Cell No.:		
Contact Person:		
E-Mail Address:		
Fnyironmental Investment Fund	of Namihia (FIF)	

Environmental Investment Fund of Namibia (EIF) P O Box 28157, Auas Valley, Windhoek, Tel: +264 61 431 7700,

Physical Address: 8933 Heinizburg Heights, c/o Heinitzburg & Dr. Theo Ben-Gurirab Streets, Klein Windhoek, Windhoek, Namibia

Request for Proposal

LETTER OF INVITATION

15 June 2021

Dear Sir/Madam

Subject: Provision of Outsourcing of IT Support Services to the Environmental Investment Fund of Namibia.

- 1. You are hereby invited to submit technical proposals for consultancy services required under: **Provision of Outsourcing of IT Support Services to the Environmental Investment Fund of Namibia.**, which could form the basis for future negotiations and ultimately, a contract between you and the *EIF*.
- 2. This Request for Proposal (RFP) has been issued under the method of Open national bidding for Namibian consultancy firms.

3. Aim of Consultancy

The Environmental Investment Fund invests in and support projects and activities, which promote the national development strategy of the Government of the Republic of Namibia (GRN). The entity works with different stakeholders including donor communities to Implement Project Activities On the Ground. The consultant is expected to provide consultancy services to Provision of Outsourcing of IT Support Services to the Environmental Investment Fund of Namibia.

- 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 via email in writing to the Environmental Investment Fund of Namibia (EIF), Attention: Joseph Elagon email: <u>JElagon@eif.org.na</u> at 061 431 7738/00. Request for clarifications should be received 04 days prior to the deadline set for submission of proposals.
- 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.

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 Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.

8. Submission of Proposals (Hand Delivery)

The proposals from the shortlisted consultants shall be submitted in two separate envelopes, namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be Hand Delivered deposited in the bid box, EIF office, 1st floor, Reception on or before: Tuesday, 13 July 2021, 11H00 AM.

Late submissions will be rejected.

Proposals should not be forwarded by electronic mail.

9. Evaluation Criteria

Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that EIF may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria but the one indicated here shall be used during evaluation.

Evaluation Methodology

Evaluation is going to be conducted by an ad hoc Bid Evaluation Committee (BEC) accordance to the following criteria as stated in table 1, 2, and 3 in three phases.

Stage 1: Eligibility and Legal Assessment Requirements.

The eligibility criteria will be assessed based on a Yes or No. All bidders that pass with Yes in all the required documents as stated in table 1, will proceed to the next phase (phase 2 - Technical evaluation).

Stage 2: Technical Evaluation

Bidders will be assessed against the technical evaluation criteria as stated in table 2 as per the weights stated therein.

2,1 The Total Technical Evaluation is out of 100% (Total Technical Score = 0.6 x Technical Documentation Evaluation Score + 0.4 x Presentation Score). For a bidder to proceed to

the <u>Presentation Evaluation</u>. the bidder must score 70% and above in the Technical Documentation Evaluation Score, such bidders would be considered as shortlisted and be contacted. Bidders who fail to achieve the required minimum score of 70% in the Technical documentation evaluation will be deemed as "technically non-responsive". Such bidders will be excluded from being considered for further evaluation.

2.2 For a bidder to proceed to next phase – financial evaluation. The bidder must score 70% and above in the Total Technical Evaluation Score.

Stage 3 Financial Evaluation

(I) The Bidder shall submit a Bank rating from a commercial Bank operating in Namibia regarding the Bidder's ability to access credit facilities. The letter has to be dated not more than one month prior to the closing date of submission of bids and has to mention the name of the project and the amount (Namibian Dollars).

Kindly read below the definitions of the different bank rating codes:

- A- Undoubted for Enquiry
- B- Good for amount quoted
- C- Good for amount quoted if strictly in way of business
- D- Fair trade risk
- E- Figures considered too high
- F-Financial position unknown
- G- Paper occasionally dishonoured
- H- Paper frequently dishonoured.

Only bidders who score the minimum bank rating of C - will be considered for award.

The procurement contract will be awarded to the with the that is substantially responsive and technical compliant and will be selected as preferred service provider

Eligibility and Legal Assessment

	DESCRIPTION	Bidder	
#			
		Yes	No
1.	A valid certified copy by the Namibian Police of the Company Registration Certificate or Registration of defensive name if applicable issued by the Ministry of Industrialization, Trade and SME development or BIPA;		
2.	Certified copies of Identification Documents (IDs) of the shareholders or members of the Trustee as certified by the Namibian Police;		
3.	A valid original of a Good Standing Tax Certificate from the Receiver of Revenue;		
4.	A valid original of a Good Standing Certificate from Social Security Commission;		
5.	A valid certified copy by the Namibian Police of an Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
6.	Bidder has submitted the duly filled in, signed, and dated Bid Submission Sheet Form; (Form F-1)		
7.	A duly completed and signed Bid Securing Declaration form		
8.	An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable if it is awarded the contract or part thereof		
	OVERALL LEGAL AND ADMINISTRATIVE COMPLIANCE		

TECHNICAL ASSESSMENT:

1. Technical Documentation Evaluation

#	DESCRIPTION	Proportion al value in %	Bidder
	Financial Resources: Bank Rating letter	10	
	 Company Profile: A description of the company together with an overview of its service portfolio, current market focus and strategic direction (5) Details of relevant customers from the company's existing customer base provided by bidder (5) 	10	
	Technical Training & Internal Knowledge Transfer: Bidder's explanation on how they will assist with a mentorship program and/or a skills transfer plan to assist the employee to develop through on-the-job training	10	
	 Personnel Experience and qualifications: Team leader to have at least 5 years' experience and qualifications in information technology (10 points) Technical Support Staff's to have at least 3 years' experience and qualifications in information technology (15 points) 	25	
	Reference Letters of past similar successful projects whom the company has dealt with for the past 5 years With Reference letters/completion certificates provided of similar projects completed (5 points for each)	15	
	Experience in Financial Software management applications such as SAGE 3 Eg. Enterprise Management (5) Experience in Human Resources Software applicants (5)	15	

		Experience in operating software related to performance management systems (5)		
		 Roles and Proposed team structure – Table Specifying the roles, responsibility, and qualifications for each of the team. (10 points) Organogram of the Proposed team (5 points) 	15	
4	Ts	TECHNICAL DOCUMENTATION EVALUATION SCORE	100	

<u>Bidders obtaining more than 70% and above in the Technical Documentation Evaluation</u> shall qualify for the Presentation, where such shortlisted bidders will be contacted.

2. Presentation Evaluation:

The Bidder will be required to prepare a shorter presentation of no more than 30 minutes, based on their detailed proposals and questions below.

DESCRIPTION	Score %	Bidder
Overall presentation	100	
Total Presentation Score	100	

Total Technical Score:

The weight Score for Technical Evaluation will be calculated according to the following formula:

Total Technical Score = 0.6 x Technical Documentation Evaluation Score + 0.4 x Presentation Score

Bidder	Technical Documentation Evaluation (Score × 0.6)	Presentation (score × 0.4)	Total Technical Score

Bidders obtaining more than 70% of the Total Technical Score shall qualify for the financial evaluation.

FINANCIAL EVAUATION

Financial Score

The Financial Score will be calculated for each bidder in accordance with the following formula:

The formula for determining the financial scores is the following:

Fs = 100 x Fm / F, in which Sf is the financial score,

Fm = is the lowest price proposal and

F = the price of the proposal under consideration.

the lowest price proposal x 100
the price of each proposal

Bidder	Bid Price (from lowest to highest)	Financial Score

TOTAL SCORE AND FINAL RANKING BIDS:

Calculation of Bid Total Score

The Total Bid Score, B_S , will be calculated using weighting factors applied to the Financial score and the Technical score. The formula for B_S is:

$$B_S = 0.7 \times T_S + 0.3 \times F_S$$
, where

 B_S = the Bid Total Score

 T_S = the Technical Score

F_S = the Financial Score

Bidder	Technical (Score × 0.7)	Financial (score × 0.3)	Total Bid Score	Rank

10. Deciding Award of Contract

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

Only those consultants scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will 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 adjudge the reasonableness of your price proposals.

11. Rights of Environmental Investment Fund of Namibia (EIF)

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

12. Duration of Assignment

The actual work will be over a period of **two years**.

It is estimated that the minimum duration of the assignment shall be for a period of **two** (2) **years.** You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

13. Validity of Proposal

You are requested to hold your proposal valid for *180 days* from the deadline for submission of proposals during which period you will maintain without change. The *EIF* will make its best efforts to finalize the agreement within this period.

14. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded in *5 days*, you will be expected to take up/commence with the assignment upon signing of contract in 2 days' time

15. Tax Liability

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

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

16. Insurance

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

17. The *EIF* would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Joseph Elagon

Secretary to Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

Annexure - 1



Terms of Reference (TOR)

For

Provision of Outsourcing of IT Support Services to the Environmental Investment Fund of Namibia

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1. EXPRESSION OF INTEREST

The Environmental Investment Fund (EIF) invites expression of interest from eligible and competent ICT Companies/Firm specializing in IT outsource support services.

Expression of interest submission shall be accompanied by the following Mandatory/Statutory requirements for preliminary evaluation.

- 1. Certificate of Company Incorporation.
- 2. Details of Company's Profile and Ownership
- 3. Certified good Standing Certificate from the Ministry of Finance
- 4. Certified good Standing from the Social Security Commission
- 5. A list of organisations where similar services is being/has been offered
- 6. Valid Certificate of Registration
- 7. CV's of key personnel in the company

Prices quoted should be net inclusive of all taxes, must be in Namibian Dollar, and shall remain valid for 180 days from the closing date of submission. This TOR document is a one envelope, comprising combined technical and financial submission.

Completed documents shall be submitted in a plain sealed outer envelope enclosing separately sealed envelopes (in Original" and "Copy") all clearly marked **EIF: IT SUPPORT SERVICES** as per instructions in this documents and addressed to:

Environmental Investment Fund of Namibia

Heinitzburg Heights

Corner of Heinitzburg & Dr.Theo-Ben Gurirab Streets

Klein Windhoek

Namibia

The same should be deposited in the Tender Box at the EIF Office, 1st Floor Reception Area, deposit in the bid box,

Environmental Investment Fund of Namibia.

Heinitzburg Heights

Corner of Heinitzburg & Dr.Theo-Ben Gurirab Streets

Klein Windhoek

Namibia

2. BACKGROUND

The Environmental Investment Fund (EIF) is an investment fund, set up under the laws of Namibia, with the express purpose of raising financial resources for direct investment in environmental protection and natural resources management activities and projects, which support the sustainable economic development of Namibia. The EIF is not just a fund financing "conservation activities". It pursues a broader investment portfolio by providing economic opportunities and a stake in the use of natural resources to the poorest sectors of society. The ultimate goal is to improve the quality of life and the economic wellbeing of this sector, thereby reducing the possibilities of then pursuing activities that degrade Namibia's fragile environment and waste its natural resources.

The EIF operations rely on information systems, computer-processing capabilities, networks and telecommunication infrastructure. The dependency on information system and telecommunications infrastructure for business operation, communication and administration, poses the risk that if these capabilities and infrastructure are not well designed and integrated, they could have serious adverse effect on the entire business of the EIF. If the IT building blocks are not sound, the risk to the EIF is significant. The EIF therefore has an obligation to secure its IT infrastructure through competent and reliable support services.

3. OBJECTIVES

The EIF intends to procure IT support services.

The initial term of the support contract will be for two years (24 months) with an option for renewal.

The following are the core requirements of the support contact whose services are required by the Fund.

SCOPE OF SERVICES

- a.1. The Service Provider shall, for the Duration Period, render and provide the following services to the Fund ("**Services**")
 - a.1.1. remote support of the Fund's server model architecture;

- a.1.2. provision of recommendations through the Fund's information technology department, to improve and optimize the Fund's server model architecture:
- a.1.3. remote support of the Fund's mail server model;
- a.1.4. routine maintenance of the Fund's mail server model;
- a.1.5. resolving mailbox problems;
- a.1.6. remote support of firewall maintenance;
- a.1.7. ensure (at all times) and assess the stability of the Fund's VPN link;
- a.1.8. remote support of the file share structure;
- a.1.9. create new group policies and/or business process for the Fund's file share structure;
- a.1.10. ensure that the Fund's sever model is configured for incremental back-ups to take place;
- a.1.11. review and analyse system in notifications;
- a.1.12. oversee and ensure that updated on the server take place successfully;
- a.1.13. act as technical advisor to the Fund by, amongst others
 - a.1.13.1. attending to steering committee meetings of the Fund and any third party information technology consultant and advising the Fund as may be required;
 - a.1.13.2. participating in technical meetings and providing expert advice to the Fund during such meetings;
 - a.1.13.3. reviewing information technology proposals made to the Fund and advising the Fund in respect thereof; and
 - a.1.13.4. ensuring the stable operation and management of the Fund's electronic networks:
- a.1.14. providing consultative support on the stability and operation and management of the Fund's electronic networks;
- a.1.15. diagnosing and solving all maintenance related support services for the Fund's server architecture, network infrastructure and mail services:

- a.1.16. configure and support the Fund's mail exchange server model;
- a.1.17. configure and support the Fund's infrastructure security;
- a.1.18. configure and support the Fund's system backup;
- a.1.19. support in upgrading the Fund's sever model infrastructure;
- a.1.20. Providing consultative support and review IT Policy and IT disaster recovery plan
- a.1.21. Providing support and conduct IT Audit for the Fund.
- a.1.22. Providing first level on-site Desktop support at request.
- a.1.23. A dedicated third level support (Junior Field Support) that must be stationed at EIF Monday Friday (08H00 17H00) to provide onsite IT support at the Fund.
- a.1.24. backing-up, on a weekly basis, the Fund's server, which backup shall include:
 - a.1.24.1. user profile and workstation information;
 - a.1.24.2. server architecture and network infrastructure;
 - a.1.24.3. business systems content;
 - a.1.24.4. storage handling; and
 - a.1.24.5. backup status,

providing the Fund with physical storage of all backed up information, on a weekly basis.

a.1.25.

-The Fund may, from time to time, instruct the Service Provider to perform any additional services, by way of ticket application, and the Service Provider shall perform, for the benefit of the Fund the additional services in accordance with all reasonable care, diligence and skill in accordance with generally accepted professional techniques and standards applicable to services similar to the additional services.

a.1.26. Technical Training & Internal Knowledge Transfer:

a.2. The Fund has one System Administrator. It is expected that the service provider, provides and assists in the exposure and provide mentorship to this employee.

Additional scope of services:

Handover Period

It is expected that the bidder has an initial take-on process of the environment. During this process, the bidder will spend more effort to understand the Fund's environment and coordinate and liaise with the previous service provider to ensure smooth transition. During the first month of hand over the Fund will provide the bidder access to resources that can assist with the hand-over process.

Note: A sample SLA document Must be included with your submission.

4. TECHNICAL GUIDELINES

Prospective Companies must provide the information regarding their capacity and ability to deliver on the procurement requirements and to take responsibility for it: it is not enough for the bidder to indicate that they comply but must back up their claim with proof by explaining how each of the item a has been complied with. Where brochures are provided, the Prospective Companies will be expected to point out the specific pages. Bidders who provide false information regarding any requirement shall have their tender rejected.

The technical proposal must include the following sections:

- Company profile
- Existing customer base
- Relevant implementation experiences
- Information on proposed services
- Methodology and approach
- Support plan and deliverables
- Experience in similar projects
- Technical capacity with CV of key project resources

4.1 Basic qualification information

The company's qualification documents should include the following:

- The necessary qualifications, capability, experience, resources, equipment and facilities to provide what is being procured;
- The legal capacity to enter into a contract for the procurement;
- is not insolvent, in receivership, bankrupt or in the process of being would up and is not the subject of legal proceedings relating to the foregoing;

QUALIFICATIONS AND EXPERTISE

The Fund requires the suitable institution to:

- Be a Namibian citizen;
- Provide valid Good Standing Certificate with the Social Security Commission
- Provide valid Good Standing Certificate with the Ministry of Finance
- The firm should clearly demonstrate the legal name and must be a VAT registered entity
- Should demonstrate track record success and experience in Information Technology Support Services of similar sized projects, including CV's of the persons working on the project.

ADDED ADVANTAGE

- Experience in Financial Software management applications such as SAGE 3 Eg. Enterprise Management functions, namely; Development, Set-up, Common Data, Purchasing, Stock, Financials, AP/AR Accounting, Fixed Assets Usage and Reports
- Experience in Human Resources Software applicants
- Experience in operating software related to performance management systems

4.2 Company profile

A brief description of the company must be given together with an overview of its product portfolio, current market focus and strategic direction.

4.3 Customer base

Details of relevant customers from the company's existing customer base must be provided.

4.4 Technical capability

The prospective Company should provide a list of any similar projects undertaken by the company in the last three years including times-scales. Details should include:

- Customers contact details
 - Physical Address
 - Contact Person
 - Contract Sum
 - Services Offered
- Details of technical support staff including qualifications and experience

5. FINANCIAL GUIDELINES

The financial portion of the submission must include the following price schedule of goods.

Prospective Companies are required to indicate unit price and total price where applicable in Namibia Dollars inclusive of applicable and charges.

Advise on the number of hours of support that are included in your SLA and identify the services that will be offered under the retainer.

PLEASE COMPLETE FORM 4

Annexure 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

- 1. Proposals should include the following information:
 - (a) Technical Proposals should include the following.
 - (i) Curriculum Vitae of Consultant (Form F-2).
 - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3)
 - (iii) Attached at least three (3) traceable reference letters.
 - (iv) A description of the manner in which the Consultant would plan to execute the work.
 - (v) Copies of Qualifications.
- (vi) The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR)
- 2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
- 3. The proposals shall be submitted in ONE Original hard copy and TWO (2) hard Copies and one (1) USB/flash drive/memory stick of the soft copy of the technical proposal.

Contract Negotiations

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

BID SUBMISSION FORM

From:	To: _				
Hiring of Consultancy Services for :					
I/WeProposals for selection as Consultant for the <i>EIF</i> .	_herewith	enclose	Technical	and	Financial
I/we undertake that, in competing for (and, if th above contract, I/we will observe the highest level			me/us, in	exec	uting) the
Yours faithfully					
Signature:					
Full name:					
Address:					

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant:
Profession:
Date of Birth:
Nationality:
Membership in Professional bodies:
Key Qualifications:
[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]
Education:
[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]
Employment Record:
[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers references, where appropriate. Use about two pages.]
Languages:
[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]
Certification:
I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.
Date: Day/Month/Year
[Signature of Consultant]
Full name of Consultant:

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

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

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

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

Cost Estimate of Services¹

Item Description	Quantity included	of	(Hours)	Monthly Cost
Monthly Retainer Support				
Services				
	Sub total			
	Vat 15%			
Total Monthly Cost	1			

AD-HOC SUPPORT COST

Advice on ad-hoc support cost, and advise on any other cost that fail outside of the scope of the SLA.

Item Description	Unit	Cost
Out of SLA support (blended rate)	Per hour	
*Senior Field Support Engineer	Per hour	
*Intermediate Field Support Engineer	Per hour	

 $^{^{1}}$ Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

*Junior Field Support Engineer	Per hour	
Bidder to provide a dedicated third level support (Junior Field Support) that must be stationed at EIF. Monday – Friday (08H00 – 17H00) to provide onsite IT support at the Fund.		
Other – please specify		
Other – please specify		
Other – please specify		

*Note: Specify the roles, responsibility, and qualifications for each of the above roles.

TOTAL COST SUMMARY

Item	Unit Price	Total Amount
Monthly Retainer Support Services		
including ad hoc support costs.		
Monthly back up fee		
	Sub total	
	15% vat	
TOTAL MONTHLY COST	1	N\$

TOTAL COST OF CONTRACT

Item	Price	Quantity	Total Amount
		(months)	
TOTAL MONTHLY COST		12	
TOTAL BID PRICE			

Advise on annual escalation cost if applicable subject to negotiations with EIF for contract renewal.

Item Description	Percentage
Annual escalation	

joint venture that submits the bid.]

Appendix to Bid Submission Form

BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1)(b) and 37(5))

Date:
Procurement Ref No.:
To:[insert complete name of Public Entity and address]
I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.
I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of
$(a) \qquad a \ modification \ or \ with drawal \ of \ a \ bid \ after \ the \ deadline \ for \ submission \ of \ bids \ during \ the \ period \ of \ validity;$
(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;
(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We * be successful bidder; or
(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.
I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder
Signed:
Capacity of: [indicate legal capacity of person(s) signing the Bid Securing Declaration]
Name:
Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]
Dated on, day of,
Corporate Seal (where appropriate) [Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the

*delete if not applicable / appropriate



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:
Registration Number:
Vat Number:
Industry/Sector:
Place of Business:
Physical Address:
Tell No.:
Fax No.:
Email Address:
Postal Address:
Full name of Owner/Accounting Officer:
Email Address:

2. PROCUREMENT DETAILS
Procurement Reference No.:
Procurement Description:
Anticipated Contract Duration:
Location where work will be done, good/services will be delivered:
3. UNDERTAKING
I
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.

Self-Declaration Form

Ref No.: SC/RP/ EIF-01/2021

Title: Provision of Outsourcing of IT Support Services to the Environmental Investment Fund of Namibia.

I/We the undersigned declare that:

- 1. I / we are not blacklisted by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission;
- 2. I/ we are not blacklisted by African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group;
- 3. I/ we will 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;
- 4. I/ we will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;
- 5. I/ we will not sought, attempted to obtain or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at	this	day of	2021
Signature (of duly authorised officer):			
Full Name and Designation:			

Annexure 3

CONSULTANCY SERVICE CONTRACT

BETWEEN

Environmental Investment Fund of Namibia

AND

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THIS	S SERVICE CONTRACT entered into this,	between	the
Enviro	conmental Investment Fund of Namibia [hereinafter called the "F	Public Er	ntity"]
	(hereinafter called the "Consultant").		
WITN	NESS THAT:		
WHE	CREAS the Public Entity has determined the need to procure the services described	ribed, imp	lied or
referre	ed to in this Contract, subject to the terms and conditions hereinafter set forth;		
WHE	EREAS the Consultant represents and affirms that he/she possesses the require	site experi	ence,
qualifi	ications, capability and skill to perform the said services;		
NOW			
NOW	THEREFORE the parties hereto have agreed as follows:		
	ARTICLE I		
	SCOPE OF SERVICES		
1.1	The services to be performed by the Consultant under this Contract (herein	after calle	d the
	Services) are those described in the Terms of Reference attached hereto as	Annex I t	to the
	present Contract. The Terms of Reference shall form an integral part of this	Contract.	
	ARTICLE II		
	COMMENCEMENT OF SERVICES AND DURATION OF CONT	<u> RACT</u>	
2.1	The Consultant shall commence the Services on upon	signature	of the
	present Contract, and shall carry out the Services in a manner most suited to	the require	ments
	of the Contract and in accordance with the schedules and time limits estab	lished und	ler the
	Terms of Reference (annex I) or indicated by the Public Entity.		

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

ARTICLE III DUTIES OF THE CONSULTANT

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

Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV

PAYMENT FOR THE SERVICES

- 4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

ARTICLE V

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

ARTICLE VI

ASSIGNMENT AND SUB-CONTRACTING

6.1 Except with the prior written consent of the Public Entity, the Consultant shall not:

- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
- (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII

LIABILITY OF THE CONSULTANT

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII

FORCE MAJEURE

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

existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

ARTICLE IX TERMINATION OF CONTRACT

- 9.1 The Public Entity may, upon giving not less than 30 days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity *to* do so, provided that the Consultant shall in that event be given a notice of not less than *30* days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X

DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot

be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI MODIFICATION OR AMENDMENT

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

ARTICLE XII EFFECTIVE DATE

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

ARTICLE XIII

CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by

hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE ENVIRONMENTAL INVESTMENT OF NAMIBIA

	Postal Address	:			
	Physical Address	:			
	Facsimile	:			
	FOR THE CONSU	JLTANT			
	Postal Address	:			
	Physical Address	:			
	Facsimile	:			
			ARTICLE XIV		
	(i) Governi	ng Law			
14.1	This Contract shall be governed by, and construed in all respects in accordance with, the Laws of the Republic of Namibia.				
	IN WITNESS WI	HEREOF	the parties hereto have caused the present Contract to be		
	signed in their respective names in two original counterparts in English on the date first				
	above written.				
Date:			Date:		
FOR THE PUBLIC ENTITY			FOR THE CONSULTANT		

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment