Procurement Policy Unit

(Established under section 6 of the Public Procurement Act, 2015)

Ref: **SC/RFP/AGRI-17/2024-2025**

STANDARD REQUEST FOR PROPOSAL

for

Selection of Consultants

(Recommended for small assignments - Time Based contract)

[Issued in terms of section 7(1)(i) of the Public Procurement Act, 2015]

Ministry of Finance
Head Office (6th Floor, room 6.11)
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[This template may be used for procurement of Consultancy Services through Request for Proposals for not exceeding N$ 5 000 000.00. The Public Entity may include attachments with further details to define specifications and/or scope of related services. Guidance in italics for preparing the Form shall not appear in the final text.]

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STANDARD FORMAT FOR REFERENCE NUMBERS: P/M/ID - X/20X

Guidance notes

1. ***P – Procurement Category*** *(select appropriate abbreviation below)*
   a) *Goods – G*
   b) *Works – W*
   c) *Consultancy Services – SC*
   d) *Non-Consultancy Services – NCS*
2. ***M – Procurement Method*** *(select appropriate abbreviation below)*
   a) *Open National bidding – ONB*
   b) *Open International Bidding – OIB*
   c) *Restricted Bidding – RB*
   d) *Request for Sealed Quotation – RFQ*
   e) *Emergency Procurement – EP*
   f) *Execution by Public Entities – EPE*
   g) *Request for Proposals – RP*
   h) *Direct Procurement – DP*
   i) *Electronic Reverse Auction – ERA*
   j) *Small Value Procurement – IQ*
3. ***ID – Organizational Identity*** *(select appropriate abbreviation below)*
   a) *Office/Ministry/Agencies - Budget Vote Number*
   b) *Public Enterprise – Official abbreviation of Public entity name*
   c) *Regional Council & Local Authority - Official abbreviation of Public entity name*
4. ***X – Procurement Contract Number for the Financial Period***

5. ***20X – Procurement year***

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Foreword

This Standard Request for Proposal (SRFP) for the Selection of Consultants for Time Based contract has been prepared by the Procurement Policy Unit and is based on the World Bank model SRFP of December 2008 with amendments as at May 2010. It is to be used for consultancy services.

The document assumes that no Expressions of Interest have been issued before the bidding process and that the Public Entity has made a shortlist of potential consulting firms based on its knowledge and information. Public officers will note that the document has been prepared for small assignments on a lump sum payment basis for values up to N$ ***5 Million)***. This document may, in certain circumstances, serve for slightly higher value assignment if the Public Entity considers the assignment to be fairly straightforward and that the concise contract form contained herein suffices for its purpose.

Those wishing to submit comments or suggestions on the document or to obtain additional information on procurement in Namibia are encouraged to contact:

The Deputy Permanent Secretary,
Procurement Policy Unit, Ministry of Finance Head Office,
Moltke Street
Private Bag 13295, Windhoek
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Preface

1. This document is based on the World Bank's Standard Request for Proposals (SRFP) of December 2008 for Selection of Consultants. It has been customized to properly reflect the requirements of the Procurement Policy Unit and its corresponding Regulations. The document should be used for the selection of Consultants for Time-based contract through one of the different selection methods specified in the Public Procurement Act, namely, Quality and Cost based selection (QCBS); Quality alone based selection (QBS); fixed budget based selection (FBS); Least-cost and acceptable quality based selection (LCS); and direct procurement or single-source selection (SSS).

2. This standard bidding document includes a sample Letter of Invitation, Instructions to Consultants, Data Sheet, standard Forms for Financial and Technical Proposals and a Sample Contract. The Instructions to Consultants **shall not** be modified. However, the Data Sheet and the Sample Contract may be used to define the issues pertaining to a particular assignment.

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10 Post street Mall, Windhoek, Namibia, Telephone: *+264 61 207 4327, E*mail: tenders@agribank.com.na

Request for Proposal

Issued on: 17 March 2025

for

Selection of Consultant

Provision of Forensic Investigation Services (Three Years Contract)

Procurement Reference No: **SC/RFP/AGRI-17/2024-2025**

Project: Provision of Forensic Investigation Services (Three Years Contract)

Client: Agricultural Bank of Namibia

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Section 1. Letter of Invitation

17 March 2025

Procurement Reference No. SC/RFP/AGRI-17/2024-2025

Dear Sir or Madam,

1. **Agricultural Bank of Namibia (Agribank)** invites proposals to provide the following consulting services: **Provision of Forensic Investigation Services (Three Years Contract).**
2. Details on the services are provided in the Terms of Reference.

2. This Request for Proposal (RFP) has been addressed to the following short-listed Consultants:

    N/A

    It is not permissible to transfer this invitation to any other firm.

3. A firm will be selected under [*insert: Selection Method*] and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Namibia.

4. The RFP includes the following documents:

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

5. Please inform us in writing at the following address *tenders@agribank.com.na* , upon receipt:

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

Yours sincerely,

Ms. Victoria Hauwanga
Head Procurement Management Unit

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Section 2. Instructions to Consultants

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Instructions to Consultants

[This section 'Instructions to Consultants' shall not be modified. Any necessary changes acceptable to the Public Entity to address any specific project issues, shall be introduced only through the ***Data Sheet*** *(e.g., by adding new reference paragraphs)]*

Definitions

(a) "Client" means the Public Entity with which the selected Consultant signs the Contract for the Services.

(b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.

(c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.

(d) "**Data Sheet**" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.

(e) "Day" means calendar day.

(f) "Government" means the government of the Republic of Namibia.

(g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.

(i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Namibia; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Namibia.

(j) "Proposal" means the Technical Proposal and the Financial Proposal.

(k) "RFP" means the Request For Proposal to be prepared by the Client for the selection of Consultants.

(l) "Services" means the work to be performed by the Consultant

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pursuant to the Contract.

(m) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.

(n) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

1.1 The Client named in the **Data Sheet** will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the

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Consultants.

Conflict of Interest

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

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

Conflicting activities

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

Conflicting assignments

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

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

Conflicting relationships

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

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

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

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services

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related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Fraud and Corruption

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

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

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party[2];

(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[3];

(iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party[4];

(iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party[5];

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

[2] "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes Public Entity staff and employees of other organizations taking or reviewing selection decisions.

[3] A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

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

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

(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 Client's investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under paragraph 1.7.1 below.

(b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

(c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant[b], sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.

[b] A nominated sub-consultant, supplier, or service provider is one which either has been (i) included by the Consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the Consultant's proposal for the particular services; or (ii) appointed by the Client.

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	1.7.2	Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
Eligibility	1.8	(a) A firm or individual that has been sanctioned by the Government of the Republic of Namibia in accordance with the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Review Panel. (b)A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified. (c)Proposal from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected. Links for checking the ineligibility lists are available on the Procurement Policy Unit's website: **www.mof.gov.na/procurement-policy-unit**. (d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract and as outlined under section 66 – 68 of the Public procurement Act, 2015.
Eligibility of Sub-Consultants	1.9	In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.
Origin of Goods and Consulting Services	1.10	Goods supplied and Consulting Services provided under the Contract may originate from any country except if: (i) as a matter of law or official regulation, the Republic of Namibia prohibits commercial relations with that country; or (ii) by an act of compliance with a decision of the United nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of

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Namibia prohibits any imports of goods from that country or any payments to persons or entities in that country.

Only one Proposal

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

Proposal Validity

1.12 The **Data Sheet** indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the **Data Sheet** before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of

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Proposals.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

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

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

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

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

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

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

(e) Bid Security

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(i) The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS**.

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

(iii) The Bid Security shall be in the amount/percentage **specified in the BDS** and denominated in Namibian dollars, and shall:

(a) be issued by a commercial bank operating in Namibia.

(b) be substantially in accordance with the forms of Bid Security included in Section 3, Technical Proposal Standard Forms;

(c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 3.3(e)(vi) are invoked;

(d) be submitted in its original form; copies will not be accepted;

(e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 1.12;

(iv) Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 3.4(h), shall be rejected by the Purchaser as nonresponsive.

(v) The Bid Security of unsuccessful bidders shall be returned as promptly as possible upon the successful Bidder signing of contract.

(vi) The Bid Security shall be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Technical Proposal Submission Form; or

(b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or

(c) if the successful Bidder fails to: sign the Contract in

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accordance with ITB 6.5;

(i) The Bid Security or Bid-Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the Technical Proposal Submission Form mentioned in Section 3 “Technical Proposal Standard Forms,” when submitting in association.

(ii) If a bid securing declaration is **required in the BDS**, and

(a) a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Technical Proposal Submission Form, except as provided in ITB 20.2;

(b) a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or

(c) the successful Bidder fails to: sign the Contract in accordance with ITB 6.5;

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

Technical Proposal Format and Content

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

(i) have a valid company Registration Certificate;

(ii) have an original valid good Standing Tax Certificate;

(iii) have an original valid good Standing Social Security Certificate;

(iv) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;

(v) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in

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respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

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

(a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.

(ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of

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Section 3).

(ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).

(c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.

(ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.

(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).

(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

(g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.

(h) the Bid Security or Bid-Securing Declaration, in

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accordance with ITB Clause 3.3(e), as specified in the **Data Sheet**;

3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

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

Taxes

3.7 The Consultant, other than Namibian nationals, may be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the **Data Sheet** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.

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

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

4. Submission, Receipt, and Opening of Proposals

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

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

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

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Procurement reference number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the **Data Sheet***]". The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

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

5. Proposal

5.1 From the time the Proposals are opened to the time the

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Evaluation		Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
Evaluation of Technical Proposals	5.2	The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
Financial Proposals for QBS	5.3	Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.
Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS)	5.4	After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
	5.5	Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected

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to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.

5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost. Prices shall indicated in Namibia Dollars

5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

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

6. Negotiations

6.1 Negotiations will be held on the date and at the address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate

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with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

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

Financial negotiations 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Republic of Namibia, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

Availability of Professional staff/experts 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be

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disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

Conclusion of the negotiations

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

7. Award of Contract

7.1 The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation.

7.2 For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short listed consultants of its decision.

7.3 For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award.

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

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

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

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

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

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

8. Confidentiality

8.1 Information relating to evaluation of Proposals and

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

9. Debriefing

9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing, and within 7 days from the date the unsuccessful consultants are informed about the award.

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Instructions to Consultants – Data Sheet

[*Comments in brackets provide guidance for the preparation of the Data Sheet; they should not appear on the final RFP to be delivered to the shortlisted Consultants*]

Paragraph Reference	
1.1	**Name of the Client:** Agricultural Bank of Namibia **Method of selection:** Least-Cost Selection methods.
1.2	**Financial Proposal to be submitted together with Technical Proposal:** Yes **Name of the assignment is:** Provision of Forensic Investigation Services (Three Years Contract)
1.3	**<u>Compulsory Pre-Proposal Session will be held:</u>** **Date & Time:** 27 March 2025, 10H00 am, **Venue:** Agricultural Bank of Namibia Agribank Building, 1st Floor boardroom, **Address:** 10, Post Street Mall, Windhoek, Namibia, ***Bidders that fail to attend this session will be disqualified automatically.***
1.4	The Client will provide the following inputs and facilities: **<u>N/A</u>**
1.6.1	The Client envisages the need for continuity for downstream work: No ____ [*If yes, outline in the TOR the scope, nature, and timing of future work and state whether the selected consultant for this assignment would be eligible to compete for the downstream work.*]
1.14	Proposals must remain valid ***60*** days after the submission date.

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2.1	2.1.1 Clarifications may be requested not later than *7* days before the submission date. The address for requesting clarifications is: Augusta Mbai, Manager: Internal Audit, Tel: 061 207 4241, Email: ambai@agribank.com.na
	2.1.2. Bidders may purchase the bid document as follow: Prospect bidders will be required to pay a non-refundable administration fee of N$ 300.00 including VAT, during the bidding process. Electronic Payments can be done through the following account: Account Name : Agricultural Bank of Namibia Bank Name : Standard Bank Account Number : 041469380 Branch Number : 082372 Swift Code : SBNMNANX 2.1.3 A valid proof of payment must be emailed to tenders@agribank.com.na before a bidding document is issued and a valid proof of payment must accompany the Bidding document during the Bid submission process.
3.3 (a)	Shortlisted Consultants may associate with other shortlisted Consultants: **No**
3.3 (b) (i)	[*Select one of the following two sentences*] The estimated number of professional staff-months required for the assignment is: Three (x1, Team Leader, x1 Senior Associate, x1 Associate) or: The available budget is: ***N/A*** [*In the case of Selection under a Fixed Budget (FBS), select the following sentence*] The Financial Proposal shall not exceed the available budget of:

3.4	The format of the Technical Proposal to be submitted is: **FTP**
3.4 (g)	Training is a specific component of this assignment: **Yes,** Knowledge

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	transfer to the Agribank staff members.
3.4 (h)	Bid securing declaration **<u>shall</u>** be required
3.6	[*List the applicable Reimbursable expenses in Namibian Dollar. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added. If the Client wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this Section 3.6*] (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services; **N/A** (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; **N/A.** (3) cost of office accommodation, investigations and surveys; **N/A** (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services; **N/A** (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services; **N/A** (6) cost of printing and dispatching of the reports to be produced for the Services; **N/A** (7) other allowances where applicable and provisional or fixed sums (if any); **N/A** and (8) cost of such further items required for purposes of the Services not covered in the foregoing; **N/A**
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: **Yes** If affirmative, the Client will [*indicate which of the two options applies*]: (a) reimburse the Consultant for any such direct taxes paid by the Consultant on its remunerations: [***No***]; or

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	(b) pay such taxes on behalf of the Consultant: [*No*] (local Consultants will be subject to all taxes payable and should therefore submit their financial proposals inclusive of taxes.)
4.2	**(a)No written evidence is required.** *(b)This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a Director being a shareholder of a company or through a Power of Attorney.* *The name and position held by each person signing the authorization must be typed or printed below the signature.* ***Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.***
4.3	Consultant must submit 1 original Technical Proposal, and 1 original document for the Financial Proposal.
4.5	**The Proposal submission address is:** Bid Box at Agricultural Bank of Namibia 10, Post Street Mall, Windhoek, Namibia, Agribank Building, Ground Floor Proposals must be submitted not later than the following date and time: **10 April 2025 at 11H00 am**
5.2 (a)	The minimum technical score St required to pass is: 75 Points

5.2 (b)	~~Criteria, subcriteria, and point system for the evaluation of Simplified Technical Proposals are:~~ ~~Points~~

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	~~(i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference[6]: [*20 – 40*]~~ ~~(ii) Key professional staff qualifications and competence for the assignment:~~ ~~a) Team Leader [*Insert points*]~~ ~~b) [*Insert position or discipline as appropriate*] [*Insert points*]~~ ~~c) [*Insert position or discipline as appropriate*] [*Insert points*]~~ ~~d) [*Insert position or discipline as appropriate*] [*Insert points*]~~ ~~e) [*Insert position or discipline as appropriate*] [*Insert points*]~~ ~~Total points for criterion (ii): [*60 - 80*]~~ ~~The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three subcriteria and relevant percentage weights:~~ ~~1) General qualifications [*Insert weight between 20 and 30%*]~~ ~~2) Adequacy for the assignment [*Insert weight between 50 and 60%*]~~ ~~3) Experience in region and language [*Insert weight between 10 and 20%*]~~ ~~Total weight: 100%~~ ~~Total points for the two criteria: 100~~ ~~The minimum technical score St required to pass is: ______ Points [*Insert number of points*]~~
5.7	The formula for determining the financial scores is the following: [*% change from the budget]* *Amount should not be 10% above budget or less than 20% below budget.* *The least cost selection within the above range.* The weights given to the Technical and Financial Proposals are: T = _______ [*0.8*], and P = [*0.2*]
6.1	Expected date and address for contract negotiations: **15 May 2025** at: Agribank Building, 8th Floor, 10 Post Street Mall, Windhoek, Namibia
7.5	Expected date for commencement of consulting services: **02 June 2025**

[6] Consideration may also be given to the number of pages submitted as compared to the number recommended under para. 3.4 (c) (ii) of these Instructions.

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Scoring criteria	Weight (%)
On a scale of 1-25 or as per the maximum of the criteria, bidders will be assessed based on their response to the requirements of the bid.	
Legal Admissibility (This section is compulsory and bidder that fail to submit any of the required documents will be disqualified automatically)	**YES or NO**
Attached proof of purchasing the bid document	
Attendance of a Compulsory Pre-Proposal Session	
Attach a certified copy of a valid company Registration Certificate;	
Attach a valid good Standing Tax Certificate;	
Attach a certified copy of a valid good Standing Social Security Certificate;	
Attach a certified copy of a valid Affirmative Action Compliance Certificate, proof from the Employment Equity Commissioner that the bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;	
Administrative Requirements (Bidder is required to submit a duly filled-in, signed, stamped, and dated documents as applicable).	**Weight (7%)**
Form TECH-1: Technical Proposal Submission Form	1
Bid Securing Declaration	1
Form FIN-1: Financial Proposal Submission Form	1
Submission of signed Power of Attorney/Delegation of Authority.	4
Technical Admissibility	**Weight (75%)**
Organisation - A brief profile and description of the forensic investigation company demonstrating evidence of relevant work experience in forensic investigations for at least 10 years.	10
Organisation - Provide 5 reference letters of forensic investigation work conducted at other organisations	5
Team Leader - Attach the CV demonstrating a relevant bachelor's degree in any of the following fields: forensic science, law, accounting, auditing, investigation, and criminal justice	10
Team Leader - Demonstrate relevant work experience in forensic investigations, corruption, and investigation in other unethical conduct with at least eight (8) years of working experience	10
Team Leader - Must possess a relevant professional qualification such as certified fraud examiner or chartered Accountant	5

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Team Leader - Must be a member of a reputable professional body, such as the Association of Certified Fraud Examiners or Institute of Chartered Accountancy.	5
Senior Associate - Attach a CV demonstrating relevant educational qualification, a bachelor's degree in one or a combination of the following qualifications: Accounting, Law or Forensic Science.	5
Senior Associate - Demonstrate relevant work experience in forensic investigations, corruption, and investigation in other unethical conduct with a minimum of five (5) years of working experience.	5
Senior Associate - Must be a member of a reputable professional body, such as the Association of Certified Fraud Examiners or the Institute of Chartered Accountancy.	5
Associate - Attach a CV demonstrating relevant educational qualification, a bachelor's degree in one or a combination of the following qualifications: Accounting, Law or Forensic Science	5
Associate - Demonstrate relevant work experience in forensic investigations, corruption, and investigation in other unethical conduct with a minimum of three (3) years of working experience.	5
Associate - Must be a member of a reputable professional body, such as the Association of Certified Fraud Examiners or the Institute of Chartered Accountancy	5
Financial Admissibility:	**Weight (18%)**
Information regarding any litigation, current or during the last five years, in which the Bidder is involved;	2
An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof;	1
The Bidder must submit audited financial statements for the past 3 financial years; and such statements must show its income statements, balance sheets, cash-flows and solvency position; For Closed Corporations it should be signed off by an Accounting Officer, and for PTY's it should be audited.	15
Total Weight/Score (100%)	**Weight (100%)**

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Section 3. Technical Proposal - Standard Forms

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

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

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Form TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

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

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

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: ______________________________
Name and Title of Signatory: ____
Name of Firm: ____
Address: ____

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

2 [*Delete in case no association is foreseen.*]

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

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

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B - Consultant's Experience

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

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

Firm's Name: ____

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

A - On the Terms of Reference

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

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B - On Counterpart Staff and Facilities

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

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

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

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

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

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

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

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Form TECH-5: Team Composition and Task Assignments

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

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

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

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

   ____

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

4. **Date of Birth**: ______________________**Nationality**: __________________________

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

   ____

6. **Membership of Professional Associations**: ___________________________________

   ____

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

   ____

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

   ____

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

   ____

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

From [*Year*]: ____ To [*Year*]: __________

Employer: ____________________________

Positions held: _________________________

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

13. Certification:

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

____ Date: ____________

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: ____________________________

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Form TECH-7: Staffing Schedule[1]

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

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

Full time input
Part time input

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Form TECH-8 Work Schedule

N°	Activity[1]	Months[2]												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
	V													
n														

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

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

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[This form is to be deleted if Bid Securing Deceleration is not applicable.] ***Appendix to Bid Submission Form***

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

Date: ....*[Day|month|year]*..........

Procurement Ref No.: ....

To: ....*[insert complete name of Public Entity and address]*........

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

(a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;

(b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;

(c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or

(d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder

Signed: ....
[*insert signature of person whose name and capacity are shown*]

Capacity of:
[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name: ....
[insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____________ day of ___________________, ________
[*insert date of signing]*

Corporate Seal (where appropriate)
[Note*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]
delete if not applicable / appropriate

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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

FOR INSPECTION ONLY

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.*

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Section 4. Financial Proposal - Standard Forms

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

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

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

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(ii)

Form FIN-1: Financial Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

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

Name and Address of Agents	Amount in Namibia Dollars	Purpose of Commission or Gratuity
______________	______________	______________
______________	______________	______________
______________	______________	______________

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: ______________________________
Name and Title of Signatory: ______________________________
Name of Firm: ______________________________
Address: ______________________________

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

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Form FIN-2: Summary of Costs

Item	**Costs**
	[*Indicate Namibian Dollars*
Total Costs of Financial Proposal [1]	

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

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Form FIN-3: Breakdown of Costs by Activity[1]

Group of Activities (Phase):[2]	**Description:**[3]
Cost component	**Costs**[4] [*Indicate Namibian Dollars]*
Remuneration[5]	
Reimbursable Expenses [5]	
Subtotals	

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

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Form FIN-4: Breakdown of Remuneration[1] (Time-Based)

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

Group of Activities (Phase): ____________________

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

1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
4 Indicate separately staff-month rate and currency for home and field work.
5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
6 Use the same columns and Namibia Dollar currency of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

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Form FIN-5: Breakdown of Reimbursable Expenses[1] (Time-Based)

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

Group of Activities (Phase): ____________________

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

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
3 Indicate unit cost in Namibia Dollars.
4 Use the same columns and Namibia Dollar currency of Form FIN-2. Indicate the cost of each reimbursable item in the column in Namibia Dollars. Cost = Unit Cost x Quantity.
5 Indicate route of each flight, and if the trip is one- or two-ways.
6 Only if the training is a major component of the assignment, defined as such in the TOR.

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Appendix: Financial Negotiations - Breakdown of Remuneration Rates

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

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary
This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

(ii) Bonus
Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant's accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months' pay be given for 12 months' work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

(iii) Social Costs
Social costs are the costs to the firm of staff's non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is

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

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

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

Or

Leave Cost = *[(salary + bonus + housing subsidy + transport)/260 X leave credit days]*

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

(v) Overheads
Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(vi) Fee or Profit
The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

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

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(vii) Away from Headquarters Allowance or Premium
Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

(viii) Subsistence Allowances
Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents—the subsistence rate shall be the same for married and single team members.

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

2. Reimbursable expenses

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

3. Bank Guarantee

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

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Sample Form

Consulting Firm: Country:
Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;

(b) attached are true copies of the latest salary slips of the staff members listed;

(c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

____
[Name of Consulting Firm]

______________________________________ ______________________
Signature of Authorized Representative Date

Name: ________________________________

Title: ________________________________

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Consultant's Representations Regarding Costs and Charges

(Expressed in Namibia Dollar)

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

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

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Section 5. Terms of Reference

1. BACKGROUND

The Agricultural Bank of Namibia (Agribank) operates as a development finance institution dedicated to fostering development within the agriculture sector and the economy at large. Agribank's mandate is to advance money to persons or financial intermediaries to promote agriculture and agriculture-related activities. The bank offers financial loans and agricultural advisory services to individuals and companies engaged in the agricultural sector and related industries.

As a public entity with a reputation for good governance, Agribank is committed to the highest standards of ethical, moral, and legal business conduct and has recognized the need to acquire the service of a qualified forensic investigation agency or person to provide comprehensive investigation services.

The increase in investigation requests received by the Internal Audit division highlights the importance of having a reliable and professional partner to help navigate complex investigations. Investigation services are crucial in ensuring the integrity and transparency of a bank's operations. The rise of cybercrime, fraud, unethical conduct, and other malicious activities has made it essential for Agribank to have a dedicated team that can provide expert forensic analysis and evidence-based solutions. By partnering with a reputable investigation consultant, the bank can ensure that all investigations are thorough, compliant with relevant laws and regulations, and improve turnaround times. Agribank believes that investing in investigative services is a critical step in maintaining our position as a trusted and responsible public financial institution.

This Terms of Reference (TOR) outlines the framework and expectations for the upcoming consultancy of forensic investigations regarding potential fraud, misconduct, or other irregularities within the organization. The results generated from these investigations will serve to direct and steer future initiatives, ensuring that Agribank maintains integrity and accountability.

This TOR is designed to clarify the objectives, scope of work, and expected outcomes of consultancy. We expect that the selected company or person will not only demonstrate a deep commitment to the assignment, but also deliver exceptional work that goes beyond mere assessment.

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PURPOSE OF THE FORENSIC INVESTIGATIONS

The specific objectives are to:

- Gather and assess potential evidence of offences, misconduct, and illegal activities within the bank.
- Ensure the bank complies with relevant regulations and industry standards.
- Evaluate past and ongoing incidences and mitigate various risks, including strategic, operational, financial, and reputational risks.
- Enhance the bank's services by conducting regular fraud risk assessments and forensic reviews to identify areas for enhancement and proactively recommend remedial actions.
- Awareness should be promoted by developing training programs and educating employees about fraud and unethical activities, and how to identify them and report suspicious activities.
- Provide knowledge transfer or on-the-job training to Agribank's officials who are responsible for conducting investigations through co-sourcing for some engagements.

SCOPE

- Conduct thorough investigations regarding suspected offences, such as fraud, bribery, corruption, theft, and receipt of facilitation payments etc.
- Investigate allegations of misconduct, including violations of Agribank's policies and procedures, codes of conduct, and non-compliance with legal and regulatory requirements.
- Ensure that evidence is properly collected, preserved, and documented in compliance with the legal and industrial requirements, while maintaining chain of custody to safeguard its integrity throughout the process.
- Prepare detailed investigation reports outlining the findings, analysis, impact, conclusions, and recommendations, and present or communicate the results effectively. Reports should be accurate, objective, clear, concise, constructive, complete, and timely.
- Provide ongoing consultations and advisory services to the bank regarding fraud prevention, detection, and mitigation measures.
- Where applicable, investigations shall be supervised through co-sourcing arrangements.

DELIVERABLES

- The service provider is expected to provide the required services for three (3 years with provision for extension depending on the performance. During this period, the consulting agency is expected to deliver the following:

Investigation Methodology

- A detailed plan outlining the methodology, initial assessment (where applicable), evidence-finding tools/procedures, proposed work plan, timing, resources, and methodology.

Evidence gathering and analysis.

- Prepare detailed working papers, all information and evidence collected and examined.
- Gathering and analyzing evidence and data i.e. data analytics/mining where applicable.
- Conduct interviews, obtain statements and maintain meeting minutes.

Draft investigation findings report

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- A preliminary report presenting investigation findings, initial recommendations, and suggestions.

Final investigations finding report.

- A comprehensive report on the findings and recommendations based on the investigations completed.
- The report should incorporate any feedback provided by Agribank on the draft report.
- This report should specify cross-referenced findings and recommendations.

Presentation of the Investigations results

- Highlights of the investigation findings are presented in PowerPoint format to facilitate communication and dissemination of key results to Agribank.

PROPOSAL

- The service provider will submit mandatory documents and technical and financial proposals for consideration. The proposals should include the following key elements:

- A brief profile and description of the forensic investigation agency demonstrating organizational capacity to meet tight deadlines and flexibility in addressing clients' needs.

- Include profiles of one (1) senior personnel/team leader who will oversee the consultancy, and two (2) support staff members highlighting their areas of specialization and relevant experience.

- List and provide evidence of the service provider's relevant work experience in forensic investigations for at least 10 years with at least 5 reference letters of investigation work conducted at other organisations.

- Prepare a technical proposal highlighting the agency's capabilities, expertise, and commitment to providing high-quality services to the client.

- Develop a detailed financial proposal that reflects specific cost items associated with the project. Ensuring transparency in budgeting, and accounting for personnel, travel, materials, and other relevant expenses.

- All investigations or forensic services must be quoted per hour, and the pricing must be stated in Namibia dollars.

- All other services, including travel costs, shall be quoted on a per-day rate and all pricing must be stated in Namibian dollars.

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QUALITIFICATION AND EXPERIENCE

The contract for forensic investigations will be awarded to a Namibian forensic institution or company that meets the following criteria.

1.6.1. Quantifiable criteria:

1.6.1.1. Team leader

The team leader should demonstrate:

Relevant Work Experience: Provide a list of employee/s with relevant work experience in forensic investigations, corruption, and investigation in other unethical conduct with a minimum of eight (8) years of working experience of the proposed team leader(s).

Educational Qualifications: The team leader of the entity supervising the engagements must hold an accredited bachelor’s degree in any of the following fields: forensic science, law, accounting, auditing, investigation, and criminal justice.

Foreign qualifications must be accompanied by an evaluation certificate or letter from the Namibia Qualifications Authority.

Professional Certification Requirements: Must possess a relevant professional qualification obtained with at least 5 years more of practice from the date of issue and must be a member of a reputable professional body, such as the Association of Certified Fraud Examiners or Institute of Chartered Accountancy.

i.e. Certified Fraud Examiner (CFE) or Chartered Accountant

Evidence: Provide certified copies of the qualifications, detailed curriculum vitae (CV), company profiles with clear documentation, and any evidence supporting the qualifications and experience of the proposed team leader. Documentation verifying the certification and years of practice must be included in the tender submission to confirm eligibility.

1.6.1.2. Support Team

The support team members (Senior Associate and Associate) should possess:

i. Educational Qualifications: Hold at least an accredited bachelor’s degree in one or a combination of the following qualifications: Accounting, Law or Forensic Science.

ii. Relevant Work Experience: Provide a list of at least two (2) support team members with relevant work experience in forensic investigations, corruption, and investigation in other unethical conduct with a minimum of five (5) years for the Senior Associate and three (3) years of working experience for the Associate.

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Foreign qualifications must be accompanied by an evaluation certificate or letter from the Namibia Qualifications Authority.

iii. Membership: All company support officials who will be part of the investigation team must be members of a reputable professional body, such as the Association of Certified Fraud Examiners or the Institute of Chartered Accountancy.

iv. Evidence: Provide documentation and evidence supporting the qualifications and experience of the proposed support team members with detailed curriculum vitae (CV).

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ETHICAL STANDARDS AND INTELLECTUAL PROPERTY

The investigation team shall report to the Manager: Internal Audit, including submission of all reports detailed above. All communications, as well as the final investigations and reports, must be presented in English.

The consulting agency should take all reasonable steps to ensure the following:
The investigations were designed and conducted to respect and protect the rights and welfare of the people and communities involved.

The investigations are technically accurate and reliable, conducted in a transparent and impartial manner and contribute to organizational learning and accountability.

Maintain strict confidentiality regarding all sensitive information. Disclosure of such information shall only occur when mandated by a competent court of law.

The investigation agency will not be allowed, without prior authorization in writing, to present any of the findings as his or her own or to make use of the investigation results for private publication purposes or share the findings with third parties, unless required to do so by a competent court of law.

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Section 6. Standard Contract – Time Based

SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
TIME-BASED PAYMENTS

CONTRACT No. *[insert]*

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address[7]]*.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

(i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).

(ii) The Consultant shall provide the reports listed in Annex B, “Consultant's Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the

[7] Avoid use of *“P.O. Box” address*

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Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent[1] (**or** per day spent **or** per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates."

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

(i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client's coordinator;

(ii) such other expenses as approved in advance by the Client's coordinator.[2]

D. Payment Conditions

Payment shall be made in Namibia Dollar (N$) not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account *[insert banking details.]*

4. Project Administration

A. Coordinator

The Client designates Mr./Ms. *[insert name and job title]* as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the

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1 Select the applicable rate and delete the others.
2 Specific expenses can be added as an item (iii) in paragraph 3.C.

deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep, and shall cause its Sub-Consultants to keep, accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Inspections and Auditing

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Government of Namibia (including without limitation a determination of ineligibility) in accordance with prevailing sanctions procedures.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.[3]

[3] Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 8.

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9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.

10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

11. Assignment

The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.

12. Law Governing Contract and Language

The Contract shall be governed by the laws of Namibia, and the language of the Contract shall be English.

13. Dispute Resolution[5]

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Namibia.

14. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;

(b) If the Consultant becomes insolvent or bankrupt;

(c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing sanctions procedures) in competing for or in performing the Contract.

(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

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5 In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

FOR INSPECTION ONLY

FOR THE CLIENT

Signed by ____________________

Title: ________________________

FOR THE CONSULTANT

Signed by ____________________

Title: ________________________

FOR INSPECTION ONLY

List of Annexes

FOR INSPECTION ONLY

ANNEX C

Cost Estimate of Services, List of Personnel and Schedule of Rates

(1) Remuneration of Staff

	Name	Rate (per month/day/ hour in Namibia Dollar)	Time spent (number of month/day/hour)	Total (currency In Namibia Dollars)
(a) Team Leader				
(b)Senior Associate				
(c)Associate				
				Sub-Total (1)

(2) Reimbursables[6]

	Rate	Days	Total
(a) International Travel			
(b) Local Transportation			
(c) Per Diem			
			Sub-total (2)

TOTAL COST ______________________________

Physical Contingency[7] ________________________

CONTRACT CEILING ______________________

FOR INSPECTION ONLY

[6] To include expenses for international travel, local transportation, per diem, communications, reporting costs, visas, inoculations, routine medical examinations, porterage fees, in-and-out expenses, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes housing and ______ expenses).

[7] From 0 to 15 percent of total cost; use of contingency requires prior approval of the Client.