



NAMCOL

REQUEST FOR PROPOSALS

THE PROCUREMENT MANAGEMENT UNIT REQUESTS PROPOSALS FOR THE FOLLOWING:

PROCUREMENT OF CONSULTANCY SERVICES FOR THE REVIEW OF NAMCOL POLICIES

BIDDER'S NAME :	
CONTACT DETAILS :	TEL :
	EMAIL :

Closing Date & Time : 05 November 2026, at 10H00

Enquiries : Dr Beatrice Sichombe
sichombe@namcol.edu.na

Delivery Address : Sealed envelope to be deposited directly into the Bid Box at NAMCOL, Jetu Jama Centre, 2031, Independence Avenue, Windhoek.

Procurement Reference No.: SC/RP/NCL-06/2026/27

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Section 1. Letter of Invitation

Procurement Reference No: SC/RP/NCL-06/2026/27

Client: Namibian College of Open Learning (NAMCOL)

Date of Issue: 22 October 2026

Dear Sir/Madam

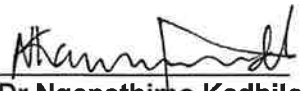
1. NAMCOL invites proposals to provide the following consulting services:
PROCUREMENT OF CONSULTANCY SERVICES FOR THE REVIEW OF NAMCOL POLICIES. More details are provided in the Terms of Reference on **page 21** of this document.
2. A consultant will be selected under the Quality and Cost Based Selection method and procedures described in this Request for Proposal (RP) in accordance with the policies and procedures for public procurement in the Republic of Namibia.
3. **Please note:** Pages 19-39 contain instructions to consultants as well as information to be provided and forms to be completed.
4. The RP includes the following documents:
 - Bid Announcement
 - Section 1: Letter of Invitation
 - Section 2: Instructions to Consultants
 - Section 3: Data Sheet
 - Section 4: Terms of Reference
 - Section 5: Evaluation Criteria
 - Section 6: Technical Proposal – Standard Forms
 - Section 7 Financial Proposal – Standard Forms
 - Section 8 – Standard Form of Contract

Please inform us, upon receipt, in writing at the following address:
Namibia College of Open Learning,
2031 Independence Avenue
procurement@namcol.edu.na

mlc

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

Yours sincerely,


Dr Ngepathimo Kadhila
CHIEF EXECUTIVE OFFICER

20/10/2026
Date

Section 2. Instructions to Consultants

Definitions

- (a) "Client" means the Public Entity with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) "Day" means calendar day.
- (f) "Government" means the government of the Republic of Namibia.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Namibia; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Namibia.
- (j) "Proposal" means the Technical Proposal and the Financial Proposal.
- (k) "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 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 Annex A 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/organisation (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 familiarise 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 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,

Conflicting assignments

exploratory drilling, aerial photography, and satellite imagery.

- (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 privatisation of public assets shall not 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 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
Corruption**

and 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 to observe the highest standard of ethics during the selection and execution of contracts. In pursuance of this policy, the Client:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of another party improperly;
 - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation,
 - (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence the actions of another party improperly;
 - (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 the actions of a party improperly;
 - (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.

- 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 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 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

(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 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 respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 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

N/C

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

Financial Proposals

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

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, Opening and 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.

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 cause 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.

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| | 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 Evaluation | 5.1 | From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. |
| | | Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded. |
| Evaluation of Technical Proposals | 5.2 | The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the 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 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**: $S = St \times T\% + Sf \times P\%$. 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 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 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.

N/C

- 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 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.

Section 3: Instructions to Consultants – Data Sheet

Paragraph Reference	
1.1	Name of the Client: NAMCOL Method of selection: Quality and Cost Based Selection
1.2	Proposals requested: Technical and Financial
1.3	Name of the assignment: PROCUREMENT OF CONSULTANCY SERVICES FOR THE REVIEW OF NAMCOL POLICIES
1.4	The Client will provide the following facilities/services: N/A
1.12	Proposals shall remain valid for 180 days after the submission date.
2.1	Clarifications may be requested not later than 30 October 2026 The address for requesting clarifications is: Namibian College of Open Learning (NAMCOL), 2031 Independence Avenue
3.3 (a)	Consultants may associate with other Consultants
3.3 (b)	The assignment duration is 3 months.
3.3 (e)	Bid security <u>shall not</u> be required.
3.4	- The format of the Technical Proposal to be submitted is: Simplified Technical Proposal - The mandatory documents listed in clause 3.3 are required for registered companies. However, for individuals, an original valid good-standing Tax Certificate from NAMRA and a certified copy of an ID must be submitted

3.7	Local Consultants will be subject to all applicable taxes and should therefore submit their financial proposals inclusive of taxes.
4.3 & 4.4	Consultant must submit 1 original Technical Proposal and 1 original Financial Proposal. For envelope marking and sealing, see 4.4.
4.5	The Proposal submission address is: Namibian College of Open Learning, 2031 Independence Avenue procurement@namcol.edu.na Proposals must be submitted not later than the following date and time: 05 November 2026, latest 10h00.
5.2	Criteria, sub-criteria, and point system for the evaluation of Simplified Technical Proposals are on pages 25-27.
5.7	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.
6.1	Expected date and address for contract negotiations: 25 November 2026 at NAMCOL, 2031 Independence Avenue, Katutura, Windhoek. NB! Consultants should cost per cluster to make it easier for bidding
7.7	The expected date for the completion of consulting services is 30 March 2026.

Section 4: Terms of Reference

For

CONSULTANCY TO REVIEW, UPDATE AND ALIGN INSTITUTIONAL POLICIES FOR THE NAMIBIAN COLLEGE OF OPEN LEARNING (NAMCOL)

1. BACKGROUND

The Namibian College of Open Learning (NAMCOL) has established a comprehensive policy framework to guide institutional governance, management, academic affairs, administrative operations, quality assurance, financial management, human resource management, information and communication technology, and stakeholder engagement. These policies provide the governance framework necessary to ensure effective decision-making, regulatory compliance, institutional accountability, operational consistency and the achievement of NAMCOL's strategic objectives.

Over time, several institutional policies have reached or exceeded their scheduled review periods, while others require updating to reflect changes in the legislative environment, institutional structures, governance arrangements, operational practices and emerging priorities. In addition, some policies require refinement to improve clarity, consistency, relevance and practical implementation, while others present opportunities for consolidation to eliminate duplication and strengthen institutional coherence.

To ensure that the institutional policy framework remains current, effective and responsive to organisational needs, NAMCOL intends to undertake a comprehensive review and update of selected institutional policies. The review will focus on strengthening existing policies while preserving their original intent and ensuring that they continue to support sound institutional governance and operational effectiveness.

Given the breadth and specialised nature of the policies under review, the assignment will be implemented through a cluster-based consultancy approach. The policies have therefore been organised into thematic clusters based on their functional areas and the specialised expertise required for their review. This approach is intended to ensure that each policy cluster is reviewed by consultant(s) with relevant subject-matter expertise, thereby enhancing the quality, consistency, and relevance of the policies reviewed.

The successful consultant(s) will work closely with the respective custodian directorates, designated Policy Liaison Persons and the Strategy, Research and Quality Assurance (SRQA) Directorate throughout the review process. The assignment shall be undertaken in accordance with NAMCOL's institutional governance arrangements, the NAMCOL Policy Development and Review Guidelines, and any other institutional requirements communicated during the consultancy's implementation.

2. PURPOSE OF THE CONSULTANCY

The purpose of this consultancy is to appoint suitably qualified consultant(s) to review, update, and align selected NAMCOL institutional policies to ensure they remain relevant, consistent, responsive to current institutional requirements, and aligned with applicable legislative, regulatory, and governance frameworks.

The consultancy seeks to strengthen NAMCOL's institutional policy framework by reviewing existing policies, addressing identified gaps, improving clarity and consistency, consolidating related policies where required, and ensuring that the policies support effective institutional governance and operational efficiency.

The assignment shall be implemented through a cluster-based approach, allowing consultants to submit proposals for one or more policy clusters based on their demonstrated qualifications, expertise and experience.

3. OBJECTIVES OF THE CONSULTANCY

The objectives of the consultancy are to:

- 3.1 Review, update and align the assigned institutional policies with current legislative, regulatory, governance and operational requirements.

3.2 Ensure that the reviewed policies are aligned with NAMCOL's strategic objectives, governance framework and operational practices.

3.3 Identify and address policy gaps, inconsistencies, duplications and outdated provisions while preserving the original intent and scope of each policy.

3.4 Consolidate or merge related policies where specifically required to improve coherence, consistency and ease of implementation.

3.5 Engage the respective custodian directorates, designated Policy Liaison Persons and other relevant stakeholders throughout the review process to validate policy content and promote institutional ownership.

3.6 Produce revised policies that comply with the NAMCOL Policy Development and Review Guidelines and are ready for consideration through NAMCOL's prescribed institutional review and approval process.

3.7 Promote consistency across policies within and, where applicable, between policy clusters.

4. SCOPE OF WORK

The appointed consultant(s) shall be responsible for reviewing, updating and aligning the policies within the awarded policy cluster(s) in accordance with these Terms of Reference, the NAMCOL Policy Development and Review Guidelines, and other applicable institutional requirements communicated during the implementation of the consultancy.

The consultant(s) shall be required to:

4.1 Review the assigned policies to assess their relevance, adequacy, consistency and alignment with current legislative, regulatory, governance and institutional requirements.

4.2 Review the assigned policies in consultation with the respective custodian directorates, designated Policy Liaison Persons and other relevant stakeholders to ensure that the policies accurately reflect current institutional practices and operational requirements.

4.3 Identify policy gaps, inconsistencies, duplication, obsolete provisions and areas requiring strengthening or clarification, and recommend appropriate amendments while preserving the original intent and scope of each policy.

4.4 Review and update policy content to improve clarity, consistency, usability and institutional relevance, while ensuring compliance with the NAMCOL Policy Development and Review Guidelines, including the prescribed formatting, writing and numbering requirements.

4.5 Consolidate or merge policies where specifically required under the assigned policy cluster and in accordance with these Terms of Reference.

4.6 Ensure alignment and consistency between related policies within the assigned policy cluster and identify areas requiring alignment with policies assigned to other consultants, where applicable.

4.7 Present draft and revised policies to the relevant custodian directorates, institutional review structures and other forums as coordinated by SRQA division throughout the review and approval process.

4.8 Incorporate comments and recommendations received during the review and approval process and submit revised policies within the agreed timelines.

4.9 Prepare and submit the final policy package for the assigned policy cluster(s), including a summary of the key amendments, justification for significant policy changes, and justification for any approved policy mergers or consolidations.

4.10 Participate in meetings, consultations, workshops and presentations convened by NAMCOL throughout the duration of the consultancy.

5. POLICY CLUSTERS

The consultancy shall be implemented through a cluster-based approach to ensure that the review of institutional policies is conducted by consultant(s) with appropriate subject-matter expertise.

The institutional policies have been grouped into thematic policy clusters based on their functional areas and the expertise required for their review. Consultants may submit proposals for one or more policy clusters, provided they demonstrate the qualifications, professional expertise and experience relevant to each policy cluster applied for.

Each policy cluster shall be evaluated independently. Accordingly, NAMCOL reserves the right to appoint one or more consultants for one or more policy clusters in the best interest of the College.

Where a consultant is awarded more than one policy cluster, the consultant shall demonstrate the capacity, technical expertise and resources necessary to undertake all awarded assignments concurrently, while maintaining the required quality standards and adhering to the agreed implementation schedule.

The policy clusters, assignment types and specific requirements are presented in Table 1.

Table 1: Policy Clusters, Assignment Types and Special Requirements

Policy Cluster	Policy	Assignment Type	Special Requirements
A. Quality Assurance and Research	Quality Assurance Policy	Review	-
	Research Policy	Review	-
C. Legal and Corporate Governance	Delegation of Authority Framework	Review	-
	Board Charter	Review	-
	Conflict of Interest and Disclosure Policy	Review and Merge	Merge with the Declaration of Interest Policy.
	Business Ethics Policy	Review	Assess the feasibility of consolidating with the Conflict of Interest and Disclosure Policy, where appropriate and subject to NAMCOL approval.
	Compliance Policy	Review	-
	Alternative Dispute Resolution Policy	Review	-
	Whistle-blower Policy	Review	-
E. Financial Governance	Investment Policy	Review	-
	Financial Rules	Review and Convert	Convert to comprehensive Financial Policy

6. CONSULTANCY METHODOLOGY AND APPROACH

The consultant(s) shall adopt a participatory, evidence-based and institution-centred approach in undertaking the assignment. The proposed methodology shall demonstrate a clear understanding of the assignment and provide an appropriate framework for reviewing, updating and aligning the assigned policies while preserving their original intent and purpose.

The methodology shall, at a minimum, provide for the following:

6.1 Document Review

Review the assigned policies and relevant institutional documents to understand the existing policy framework, identify areas requiring revision, and establish the legislative, regulatory and operational context for the review.

6.2 Stakeholder Consultation

Consult the respective custodian directorates, designated Policy Liaison Persons and other relevant stakeholders to validate current institutional practices, obtain technical input and build consensus on the proposed policy revisions.

6.3 Policy Review and Analysis

Assess each assigned policy to determine its continued relevance, adequacy, consistency and alignment with applicable legislation, institutional governance arrangements, operational practices and recognised good practice.

6.4 Policy Revision and Alignment

Review and update the assigned policies to improve clarity, consistency, applicability, and institutional relevance, while ensuring compliance with the NAMCOL Policy Development and Review Guidelines, including the prescribed formatting, writing, and numbering requirements.

6.5 Policy Consolidation and Merging

Where required, consolidate or merge policies in accordance with the requirements of these Terms of Reference and any guidance provided by NAMCOL during the implementation of the consultancy.

6.6 Validation and Revision

Present draft policies to the relevant custodian directorates and institutional review structures, incorporate agreed comments and recommendations, and revise the policies accordingly.

6.7 Finalisation

Prepare and submit the final policy package together with all supporting documentation required under these Terms of Reference.

7. GOVERNANCE AND COORDINATION ARRANGEMENTS

The consultancy shall be implemented within NAMCOL's established governance framework to ensure institutional ownership, effective coordination, quality assurance and adherence to the prescribed policy review and approval process.

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The Strategy, Research and Quality Assurance (SRQA) Directorate shall coordinate the consultancy in collaboration with the respective custodian directorates, designated Policy Liaison Persons and the appointed consultant(s).

The roles and responsibilities of each party are outlined below.

7.1 Strategy, Research and Quality Assurance (SRQA)

SRQA shall:

- coordinate the overall implementation of the consultancy;
- serve as the primary liaison between NAMCOL and the appointed consultant(s);
- provide overall quality assurance oversight throughout the consultancy;
- coordinate communication between consultants and the respective custodian directorates;
- monitor progress against the approved implementation schedule;
- coordinate institutional review meetings and submissions to the relevant governance structures; and
- monitor compliance with these Terms of Reference and the NAMCOL Policy Development and Review Guidelines.

7.2 Custodian Directorates

The respective custodian directorates shall:

- provide technical oversight for the policies under their custodianship;
- nominate a Policy Liaison Persons to coordinate the review process within the directorate;
- provide relevant institutional documentation and technical information required for the review;
- review draft policies and provide consolidated technical comments;
- ensure that comments are submitted within the agreed timelines; and
- confirm that the reviewed policies accurately reflect current institutional practices before submission to the institutional review structures.

7.3 Policy Liaison Persons

The designated Policy Liaison Persons shall:

- serve as the primary contact person within the custodian directorate;
- coordinate communication between the consultant and the custodian directorate;
- facilitate consultations and meetings with relevant stakeholders;
- coordinate the consolidation of comments from the directorate;
- monitor progress within the assigned policy cluster; and
- support the timely completion of the policy review process.

7.4 Consultant(s)

The appointed consultant(s) shall:

- undertake the assignment in accordance with these Terms of Reference;
- comply with the NAMCOL Policy Development and Review Guidelines and any additional guidance issued by NAMCOL during the consultancy;
- maintain regular communication with SRQA and the designated Policy Liaison Persons;
- present draft and revised policies to the relevant institutional review structures, as coordinated by SRQA;
- incorporate agreed comments and recommendations within the agreed timelines;
- submit all agreed deliverables in accordance with the approved implementation schedule; and
- maintain the confidentiality of all information obtained during the assignment.

7.5 Institutional Review and Approval Process

The consultant(s) shall support the institutional review and approval process by presenting draft and revised policies to the relevant custodian directorates and institutional governance structures, as coordinated by SRQA.

The consultant(s) shall remain engaged throughout the institutional review process until the final policy package has been prepared for submission through NAMCOL's prescribed approval process.

8. DELIVERABLES

The consultant(s) shall be responsible for producing the deliverables specified in Table 2 for each awarded policy cluster. All deliverables shall be submitted in accordance with the agreed implementation schedule and shall be subject to NAMCOL's review and acceptance.

Table 2: Consultancy Deliverables

Deliverable	Description	Expected Output
1. Inception Report	Demonstrates the consultant's understanding of the assignment and proposed implementation approach.	Approved Inception Report, including methodology, work plan, implementation schedule and stakeholder consultation plan.
2. Policy Review and Gap Analysis Report	Presents the findings of the review of the assigned policies and identifies areas requiring revision.	Policy Review and Gap Analysis Report, including policy gaps and inconsistencies, proposed amendments, and recommendations for policy mergers or consolidations, where applicable.
3. Draft Policies	Submission of revised draft policies for technical review.	Draft policies prepared using the NAMCOL policy template, with tracked changes and a summary of proposed amendments.
4. Validated Draft Policies	Submission of revised draft policies incorporating comments received during the review process.	Revised draft policies incorporating comments from custodian directorates, Policy Liaison Persons and institutional review structures, together with a comment-response matrix.
5. Final Policy Package	Submission of final policies for institutional approval.	Final clean versions of the reviewed policies, tracked-change versions, summary of amendments, and justification for approved policy mergers or consolidations, where applicable.
6. Consultancy Close-out Report	Summary of the assignment upon completion.	Close-out Report summarising the assignment undertaken, policies reviewed, key amendments, recommendations and lessons learnt.

10. IMPLEMENTATION SCHEDULE

The consultancy shall be implemented in accordance with the implementation schedule agreed between NAMCOL and the appointed consultant(s) during the inception phase. The implementation schedule shall guide the execution of the assignment and shall be adhered to by both parties.

The indicative implementation schedule is presented in Table 3.

Table 3: Indicative Implementation Schedule

Phase	Key Activities	Responsibility
Inception	Contract signing, inception meeting and submission of the Inception Report	NAMCOL / Consultant
Policy Review	Review of policies, supporting documentation and stakeholder consultations	Consultant
Gap Analysis	Policy Review and Gap Analysis Report	Consultant
Policy Development	Preparation and submission of draft policies	Consultant
Technical Review	Review by Custodian Directorates and consolidation of comments	NAMCOL
Policy Revision	Revision and submission of validated draft policies	Consultant
Institutional Review	Presentation and review through the institutional governance structures	NAMCOL / Consultant
Finalisation	Submission of the Final Policy Package	Consultant
Close-out	Submission of the Consultancy Close-out Report	Consultant

The implementation schedule shall form part of the consultancy contract. The consultant(s), custodian directorates, Policy Liaison Persons and NAMCOL shall adhere to the agreed timelines to facilitate the timely completion of the consult Liaison Persons any. Any amendments to the implementation schedule shall be agreed in writing by NAMCOL.

11. CLUSTER-SPECIFIC QUALIFICATIONS AND EXPERIENCE

The qualifications and experience required for this consultancy shall vary according to the policy cluster(s) for which a proposal is submitted. Consultants shall demonstrate qualifications, professional expertise and relevant experience appropriate to the policy cluster(s) for which they are applying.

Consultants submitting proposals for more than one policy cluster shall demonstrate that they possess, or have access to, the specialist expertise and resources necessary to undertake all awarded policy clusters concurrently.

The minimum qualifications and experience required for each policy cluster are presented in Table 4.

Table 4: Cluster-Specific Qualifications and Experience

Policy Cluster	Required Qualifications	Relevant Experience
A. Quality Assurance and Research	Master's degree in Quality Assurance, Higher Education, Education Management, Research, Public Administration or a related field.	Demonstrated experience in quality assurance, research management, higher education governance and institutional policy review or development.
C. Legal and Corporate Governance	LLB, Master's degree in Law, Corporate Governance, Public Administration or a related field.	Demonstrated experience in legal drafting, corporate governance, compliance and institutional policy review or development.
E. Financial Governance	Professional accounting qualification and/or Master's degree in Finance, Accounting, Economics or a related field.	Demonstrated experience in financial management, financial governance and financial policy review or development.

12. CONFIDENTIALITY, INTELLECTUAL PROPERTY AND INSTITUTIONAL SUPPORT

The appointed consultant(s) shall treat all information, records and documentation obtained during the course of the consultancy as confidential and shall not disclose such information to any third party without the prior written approval of NAMCOL.

All reports, policy documents, working papers, templates, presentations and any other materials developed under this consultancy shall remain the sole intellectual property of NAMCOL. The consultant(s) shall not reproduce, publish or use such materials for any purpose other than the execution of this consultancy without the prior written consent of NAMCOL.

Upon commencement of the consultancy, NAMCOL shall provide the appointed consultant(s) with the relevant institutional policies, the NAMCOL Policy Development and Review Guidelines, policy templates, and any other documentation reasonably required to facilitate the execution of the assignment.

NAMCOL shall further facilitate access to the relevant custodian directorates, designated Policy Liaison Persons and other stakeholders necessary for the successful implementation of the consultancy.

Upon completion of the consultancy, the consultant(s) shall return all confidential information and institutional documentation provided by NAMCOL, where applicable.

12. TERMS OF PAYMENT

Payment shall be made upon the satisfactory completion and acceptance of the agreed deliverables by NAMCOL.

Payments shall be linked to the deliverables specified in these Terms of Reference and certified by the Strategy, Research and Quality Assurance (SRQA) Directorate prior to processing.

The payment schedule shall be as follows:

Deliverable	Payment (%)
Acceptance of the Inception Report	20
Acceptance of the Policy Review and Gap Analysis Report and Draft Policies	30
Acceptance of the Final Policy Package and Close-out Report	50
Total	100

Where a consultant is awarded more than one policy cluster, payment shall be made separately for each awarded policy cluster, based on the satisfactory completion and acceptance of the agreed deliverables.

No payment shall be made for deliverables that have not been accepted by NAMCOL.

SECTION 5: EVALUATION CRITERIA

These are the criteria that NAMCOL shall use to evaluate the bids.

1.1 Technical Evaluation Criteria

#	Description (Numbers 1-11 apply below to all bidders)	Yes	No
1	Does the submitted proposal include the following: - Bidder's Name and - Contact details		

2	Is the Consultant Namibian?		
3	Has the Consultant submitted a certified copy of the ID (s) and, for Professional Staff, if applicable?		
4	The Consultant has submitted a Technical Proposal in a separate envelope as per Clause 4.4		
5	Has the Consultant submitted the duly filled-in, signed, stamped, and dated Bid Submission Sheet Form (Form TECH-1)		
6	Is the Bid written in English?		
7	Has the Consultant completed, signed and submitted a bid securing declaration?		
8	Has the Consultant presented a Technical Proposal by completing Form TECH-4 in accordance with the Terms of Reference?		
9	Has the Consultant completed Form TECH-8 in accordance with the requirements?		
10	Has the Consultant submitted a descriptive proof of technical expertise by completing Form TECH-6?		
11	Has the Consultant attached certified copies of relevant qualifications as stipulated in the Terms of Reference?		
12	Has the firm/company submitted the mandatory documentary evidence as outlined in 3.3?	For Registered Companies	
	• have a valid company Registration Certificate		
	• have an original, valid, good-standing Tax Certificate		
	• have an original, valid, good-standing Social Security Certificate		
	• have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that the bidder is not a relevant employer, or an exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		
	Has the Consultant (Individual):	For individuals ONLY without a company	
	• submitted an original, valid, good-standing Tax Certificate from NAMRA?		

1.2 Financial Proposal Criteria

#	Description	Yes	No
1	Has the consultant submitted a Financial Proposal in a separate envelope as per Clause 4.4?		
2	Has the Consultant submitted the duly filled-in, signed, stamped, and dated Financial Submission FORM (FORM FIN-1)?		
3	The Consultant has completed and submitted Form FIN-2		

Bidders that do not comply with the stipulated requirements (1.1 & 1.2 above) will be deemed non-responsive and disqualified, and excluded from further evaluation and comparison.

1.3 Evaluation Scores

No.	Description	Weight	
1	Adequacy of the proposed technical approach and methodology, work plan, and organisation and staffing in responding to the Terms of Reference. Forms to complete are FORM TECH-4, FORM TECH-5 and FORM TECH-8.	30	
	a. Technical Approach and Methodology	[10]	
	b. Work Plan	[10]	
	c. Organisation and Staffing	[10]	
3	Key professional staff qualifications and competence for the assignment: The number of points assigned to each criterion is as follows: 75% (0.75) for Lead Consultant and 25% (0.25) for Professional Staff. If the Consultant is alone, the evaluation is done out of the total points: General Qualifications The evaluation will be based on certified copy/copies of the relevant qualifications as stipulated in the Terms of Reference for:	20	
	a. Lead Consultant	[15]	
	b. Professional Staff	[5]	
	Relevant Experience The forms to complete are FORM TECH-6 and CVs (for Lead Consultant and Professional Staff, if applicable).	10	
	a. Lead Consultant	[7.5]	
	b. Professional Staff	[2.5]	
	Adequacy for the assignment The evaluation will be based on the proof of similar projects done, and attesting letters from satisfied customer/s.	40	
	a. Lead Consultant	[30]	
	b. Professional Staff	[10]	
	Total Weight for the three criteria	100	
	The minimum technical score required to pass is <u>70</u> Points		
4	The Client shall select the firm that submitted the highest-ranked Technical Proposal within the budget. N.B. For more information on the awarding of the final score, refer to Clause 5.8		

Section 6. Technical Proposal - Standard Forms

Refer to Reference Paragraphs 3.3 and 3.4 of the Data Sheet for the format of the Technical Proposal to be submitted, the Standard Forms required and the number of pages recommended.

Form TECH-1: Technical Proposal Submission Form.....29

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment.....30

Form TECH-5: Team Composition and Task Assignments.....31

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....32

Form TECH-8 Work Schedule.....34

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Form TECH-1: Technical Proposal Submission Form

[Windhoek, Date]

To: **NAMCOL**

Dear

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.

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

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 7.7 of the Data Sheet.

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

Yours sincerely,

Authorised Signature [In full and initials]: _____ Name and Title of Signatory: ____

Name of Firm: _ Address: _____

Form TECH-4: Description of Approach, Methodology and Work Plan for Conducting PROCUREMENT OF CONSULTANCY SERVICES FOR THE REVIEW OF NAMCOL POLICIES

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organisation 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. Highlight the problems being addressed and their importance, and explain the technical approach you would use to address them. You should also explain the methodologies you propose to adopt and highlight their compatibility with the proposed approach.

b) Work Plan. In this chapter, you should propose the assignment's main activities, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and the delivery dates for the reports. The proposed work plan should align with the technical approach and methodology, demonstrating an understanding of the TOR and the ability to translate them into a feasible work 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) Organisation 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 the proposed technical and support staff.]

Form TECH-5: Team Composition and Task Assignments (Optional)

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

N.K.

Form TECH-6: Curriculum Vitae (CV) for Consultant, and Proposed Professional Staff (If applicable), and duplicate Form if necessary.

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: _____

11. Detailed Tasks Assigned <i>[List all tasks to be performed under this assignment]</i>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <i>[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.]</i> Name of assignment or project: _____ Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
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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 authorised representative of the staff]. *Day/Month/Year*

Full name of authorised representative:

Form TECH-8 Work Schedule

[illegible]

- 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.

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 authorised 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**

Section 7. Financial Proposal - Standard Forms

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.

Form FIN-1: Financial Proposal Submission Form 37

Form FIN-2: Summary of Costs 38

NILC.

(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 figures¹]. This amount is exclusive of the local taxes (applicable only to consultants other than Namibian nationals), which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 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 below²:

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."

Nile

Form FIN-2: Summary of Costs

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

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

Section 8. Standard Contract – Fixed-based

SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS

LUMP-SUM PAYMENTS

CONTRACT No. [insert]

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between Namibian College of Open Learning (NAMCOL) ("the Client") having its principal place of business at 2031 Independence Avenue, Katutura, Windhoek, Namibia and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address⁹]. 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 Section 4 "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

2. Term

The Consultant shall perform the Services for a period of four months.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount stipulated in the Financial Proposal (inclusive of Tax). This amount has been established based on the understanding that it includes all of the Consultant's costs.

B. 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 Dr. Beatrice Sichombe, Manager for Research, Development and Quality Assurance 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 deliverables by the Client.

5. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

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.

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.

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

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____