

GOVERNMENT OF NAMIBIA



AFRICAN DEVELOPMENT BANK



**NAMIBIA AGRICULTURAL MECHANISATION AND SEED  
IMPROVEMENT PROJECT (NAMSIP)  
REPUBLIC OF NAMIBIA**

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**MINISTRY OF AGRICULTURE, WATER AND FORESTRY**

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**PROCUREMENT MANAGEMENT UNIT**

**Request for Proposal for an Individual Seed Processing and Seed  
Quality Assurance Expert for the Agricultural Mechanization Seed  
Improvement Project (NAMSIP) under the Ministry of Agriculture,  
Water and Forestry**

**Procurement No: SC/RP/NAMSIP/20-01/2019/2020**

Ministry of Agriculture, Water and Forestry, Procurement Management Unit, C/O Tienie Louw and  
Ettiene Rosseau Street, De Beers Building, Northern Industrial, [Tel:+264 61 264 008](tel:+26461264008), [Fax +264 61  
260 167](tel:+26461260167), [Katrina.David@mawf.gov.na](mailto:Katrina.David@mawf.gov.na), September 2019

# **Request for Proposal**

## **LETTER OF INVITATION**

Dear Sirs/Madams,

### **Subject: Individual Seed Processing and Seed Quality Assurance Expert**

You are hereby invited to submit technical and financial proposals for consultancy services required under **Individual Seed Processing and Seed Quality Assurance Expert** for the Ministry of Agriculture, Water and Forestry which could form the basis for future negotiations and ultimately, a contract between you and the Ministry of Agriculture, Water and Forestry.

1. The purpose of this assignment is to:
  - develop a fully-fledged certified seed system for the major staple cereal and leguminous crops; and
  - capacitate and empower the MAWF as the national seed system administration to carry out its seed-related inspection and control functions effectively and efficiently in order to improve the crop production industry.
2. The following documents are enclosed to enable you to submit your proposal:
  - (a) the Terms of Reference (TOR) [Annexure 1];
  - (b) supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 2]; and
  - (c) a sample format of the Service Contract under which the service will be performed [Annexure 3]
3. Any request for clarification should be forwarded in writing to the Ministry of Agriculture, Water and Forestry, Government Office Park, Luther Street Eros, Ground Floor, Office 003, Ms. J. Andowa at +264 61 208 7016/81 or +264 81 122 6879 and Ms. M. Hangula at +264 81 126 7383. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.
4. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

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

## 5. Eligibility

- (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

## 6. Submission of Proposals

The proposals from consultants shall be submitted in two separate envelopes, namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before: **Procurement Management Unit, Government Office Park, Eros, Luther Street, Wednesday, 16 October 2019 @11h00.**

**Proposals should not be forwarded by electronic mail**

## 7. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for financial proposals. Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

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

## 8. Rights a Public Entity

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

## 9. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of six (6) months. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

**10. Validity of Proposal**

You are requested to hold your proposal valid for 90 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Ministry of Agriculture, Water and Forestry will make its best efforts to finalize the agreement within this period.

**11. Commencement date of Assignment**

Assuming that the contract can be satisfactorily concluded in November 2018, you will be expected to take up/commence with the assignment in 5 days.

**12. Tax Liability**

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

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

**13. Insurance**

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

**14. Confirmation of Invitation to submit proposal**

We should appreciate if you would inform us by facsimile:

- (a) your acknowledgment of the receipt of this Letter of Invitation within 2 days; and
- (b) further indicate whether or not you will be submitting the proposal.

15. The Ministry of Agriculture, Water and Forestry would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

**K. David**  
**Secretary Procurement Committee**

**Enclosures:**

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

## **TERMS OF REFERENCE**

### **Part 1. Background**

The Ministry of Agriculture, Water and Forestry will be implementing the Namibia Agricultural Mechanization Seed Improvement Project (NAMSIP). The objectives of this project are to: enhance agricultural productivity in order to reduce annual importation of staple cereal crops/grains; facilitate job creation; and enhance household incomes, which will improve the lives of the people.

Production of certified seed will take place in all seven (7) cropping regions of Namibia, namely; Kavango East, Kavango West, Omusati, Oshana, Oshikoto, Ohangwena and Zambezi Regions. Seed produced in these Regions will be transported to seed processing plants in Zambezi, Kavango East, Kavango West, Oshikoto and Omusati regions for processing, grading, packaging and further distribution. The consultant will be required to review the current status of seed production and processing systems. This would be aimed at developing an appropriate system for processing seed and ensuring availability of quality certified seed. This processing system will serve as a guideline for the entire seed industry for cereal and legume crops.

The objectives of this consultancy are:

- To develop a fully-fledged certified seed system for major staple cereal and leguminous crops; and
- To capacitate and empower the MAWF as the national seed system administration to carry out its seed-related inspection and control functions effectively and efficiently in order to improve the crop production industry

The Technical Assistant for Seed Processing and Seed Quality Assurance will strongly collaborate with the Directorates of Agricultural Research and Development (DARD) and Directorate of Agricultural Production, Extension and Engineering Services (DAPEES) under the Department of Agricultural Development (DAD).

### **Part 2. The Services**

- Provide advise in the design of the seed processing plants that will be constructed in the Kavango East, Kavango West, Omusati, Oshikoto and Zambezi Regions;
- Conduct a Needs Assessment on the type of machinery and equipment that will be required for seed processing of major staple cereal and legume crops taking cognizance of the design of the seed processing plants;
- Develop guidelines for the production of certified seeds (cereal, leguminous and vegetable seeds) in Namibia, including the good agricultural practices (GAP) to be adhered to by registered seed producers;
- Revise the Namibian Seed Production Training Manual in-line with the new requirements;

- Develop brochures/pamphlets on the processes to be followed in production of certified seed as per Namibian Seed Production Training Manual translated in six (6) local languages (Rukwangali, Oshiwambo, Otjiherero, Silozi, Damara>Nama and Afrikaans);
- Conduct training of trainers (ToT) on field and seed inspection in the production of cereal and legumes certified seeds;
- Document procedures and techniques for Seed Quality Assurance (laboratory seed testing);
- Develop guidelines on the procedures and techniques to be followed for testing seed germination, moisture content, purity, vigour and health;
- Develop a field seed quality and testing manual;
- Develop a Training Plan for short and long term capacity building in seed production in areas such as seed research, plant breeding, seed production and quality control (inspection, testing and certification); and
- Develop guidelines for seed storage, distribution, transportation and marketing modes including an appropriate labelling system.

### **Part 3. Facilities to be provided by the Public Entity**

- Office space
- Access to all information and stakeholders to facilitate the assignment
- Access to internet, and network resources, where necessary
- Transport will be arranged by the Project Management Team.

### **Part 4. Contract duration and fees**

#### **(a) Duration of initial contract**

The duration of contract will be a minimum period of 180 calendar days.

#### **(b) Payment**

The MAWF will pay a competitive commensurate with experience

### **Part 5. Deliverables**

The key deliverables from this assignment are:

- Submit a needs assessment on the type of machinery and equipment that will be required for seed processing of major staple cereal and legume crops in line with the design of seed processing plants;
- Submit a revised Namibian Seed Production Training Manual (1 hard copy and the electronic version in English language)
- Submit one (1) hard copy each and avail the electronic version of the brochures/ pamphlets developed from the revised Namibian Seed Training Manual written in English and local languages on the following topics:

- i) Seed Production Standards;
  - ii) General Seed Multiplication Procedures;
  - iii) Seed Production Management Practices;
  - iv) Crop Inspection and Seed Quality Control;
  - v) Seed Testing and Certification;
  - vi) Seed Storage and Marketing; and
  - vii) Pest and Disease Management
- Conduct two (2) training of trainers (ToT) on field inspection, quality assurance and certification
  - Submit one (1) Training Plan and avail an electronic version written in English for capacity building in seed production
  - Submit a Guideline on procedures and techniques for testing seed germination, moisture content, purity, vigour and health

## SUPPLEMENTARY INFORMATION FOR CONSULTANTS

### Proposals

1. Proposals should include the following information:
  - (a) Technical Proposals
    - (i) Curriculum Vitae of Consultant (Form F-2).
    - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
    - (iii) Any comments or suggestions of the Consultant on the Terms of Reference (ToR).
    - (iv) A description of the manner in which the Consultant would plan to execute the work.
    - (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (ToR).
    - (vi) The following mandatory documentary evidence is required to accompany the Technical Proposal;
      - (i) Is in good standing with the Receiver of Revenue;
  - (b) Financial Proposals
2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and one copy of technical and financial proposals.

### Contract Negotiations

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

### Review of reports

1. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.

**BID SUBMISSION FORM**

From:

To: Ministry of Agriculture, Water and Forestry

Private Bag 13184

Windhoek

**Hiring of Consultancy Services for Seed Processing and Seed Quality Assurance Expert**

I/We \_\_\_\_\_herewith enclose Technical and Financial Proposals for selection as Consultant for the Ministry of Agriculture, Water and Forestry.

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

Yours faithfully

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

Full name: \_\_\_\_\_

Address: \_\_\_\_\_

**FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT**

Name of Consultant: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional bodies: \_\_\_\_\_

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Languages:**

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

**Certification:**

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

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

**Signature of Consultant:** \_\_\_\_\_

**Full name of Consultant:** \_\_\_\_\_

**FORM F-3**

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS**

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

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

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

**Cost Estimate of Services<sup>1</sup>**

**Remuneration:**

Consultant Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
_____	_____	_____	_____
Sub-Total (Remuneration)			_____

**Out-of-Pocket Expenses<sup>2</sup> :**

(a) Per Diem <sup>3</sup> :	Room charge	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
(b) Air fare					_____
(c) Lump Sum Miscellaneous Expenses <sup>4</sup> :					_____
Sub-Total (Out-of-Pocket)					_____
Contingency Charges:					_____
<b>Total Estimate:</b>					_____

**Annexure 3**

<sup>1</sup> Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

<sup>2</sup> Reimbursable at cost with supporting documents/receipts unless otherwise specified.

<sup>3</sup> Per Diem is fixed per calendar day and need not be supported by receipts.

<sup>4</sup> To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, porterage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

**CONTRACT No.**\_\_\_\_\_

**CONSULTANCY SERVICE CONTRACT**

**BETWEEN**

**MINISTRY OF AGRICULTURE, WATER AND FORESTRY**

**AND**

*[INSERT CONSULTANT NAME]*

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**THIS SERVICE CONTRACT** entered into this date: \_\_\_\_\_ between the **Ministry of Agriculture, Water and Forestry** [hereinafter called the "Public Entity"] and \_\_\_\_\_ (hereinafter called the "Consultant").

**WITNESS THAT:**

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

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

**NOW THEREFORE** the parties hereto have agreed as follows:

- (a) This Contract Agreement
- (b) Special Conditions of Contract
- (c) General Conditions of Contract
- (d) Terms of Reference (ToRs)
- (e) The Supplier's Bid and original Price Schedules
- (f) The Purchaser's Notification of Award

**ARTICLE I**

**SCOPE OF SERVICES**

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

**ARTICLE II**

**COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

2.1 The Consultant shall commence the Services on \_\_\_\_\_ [date] upon signature of the present Contract, and shall carry out the Services in a manner most suited to the

requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.

2.2 The Services shall be for 90 calendar days, beginning on the date of commencement of the Services, and ending not later than \_\_\_\_\_ *[insert completion date]*.

**ARTICLE III**  
**DUTIES OF THE CONSULTANT**

3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity

3.2 The Consultant shall:

- (a) regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;
- (b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.

3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.

3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.

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

3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

**ARTICLE IV**  
**PAYMENT FOR THE SERVICES**

4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract for the total amount of

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(hereinafter referred to as the "Contract Amount").

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

**ARTICLE V**  
**CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.

5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.

5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

**ARTICLE VI**  
**ASSIGNMENT AND SUB-CONTRACTING**

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

- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;

- (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

**ARTICLE VII**  
**LIABILITY OF THE CONSULTANT**

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

**ARTICLE VIII**  
**FORCE MAJEURE**

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

**ARTICLE IX**  
**TERMINATION OF CONTRACT**

- 9.1 The Public Entity may, upon giving not less than 30 days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.

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

**ARTICLE X**  
**DISPUTE SETTLEMENT**

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

**ARTICLE XI**  
**MODIFICATION OR AMENDMENT**

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

**ARTICLE XII**  
**EFFECTIVE DATE**

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

**ARTICLE XIII**  
**CHANNEL OF COMMUNICATIONS AND NOTICE**

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
  
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

**FOR THE PUBLIC ENTITY**

Postal Address : Private Bag 13184 Windhoek  
Physical Address : Government Office Park, Luther Street  
Facsimile : +264 61 221733

**FOR THE CONSULTANT**

Postal Address : \_\_\_\_\_  
Physical Address : \_\_\_\_\_  
Facsimile : \_\_\_\_\_

**ARTICLE XIV**

Governing Law

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

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

\_\_\_\_\_  
**MINISTRY OF AGRICULTURE, WATER AND FORESTRY**

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

\_\_\_\_\_  
**FOR THE CONSULTANT**

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

Annex 1 - Terms of Reference  
Annex 2 - Contract Amount and method of payment

## **ARTICLE XIV**

(i) Governing Law

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

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

\_\_\_\_\_  
**MINISTRY OF AGRICULTURE, WATER AND FORESTRY**

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

\_\_\_\_\_  
**FOR THE CONSULTANT**

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

Annex 1 - Terms of Reference  
Annex 2 - Contract Amount and method of payment



**Republic of Namibia**

## MINISTRY OF AGRICULTURE, WATER AND FORESTRY

### NAMIBIA AGRICULTURAL MECHANIZATION AND SEED IMPROVEMENT PROJECT (NAMSIP)

#### TERMS OF REFERENCE (TORS) A SEED PROCESSING AND SEED QUALITY ASSURANCE EXPERT

##### I. Project Profile:

<b>Project Name</b>	Namibia Agricultural Mechanization and Seed Improvement (NAMSIP)
<b>Project Aim</b>	Improve household food security and contribute to poverty reduction
<b>Project Objectives</b>	i) enhance agricultural productivity in order to reduce annual importation of staple cereal crops/grains;  (ii) facilitate job creation; and  (iii) enhance household incomes, which will improve the lives of the people
<b>Main Components</b>	a) Component 1 - Value Chain Improvement, with 2 sub-components, (i) Agricultural Mechanization and (ii) Certified Seed Systems Improvement; and (b) Component 2 - Institutional Support, with 2 sub-components, (i) Capacity Building, and (ii) Project Management, Monitoring and Evaluation
<b>Locations</b>	(i) Agricultural Mechanization: all 14 Regions of Namibia  (ii) Certified Seed Systems Improvement: 7 crop growing Regions (Zambezi, Kavango East, Kavango West, Ohangwena, Oshikoto, Oshana and Omusati)
<b>Project Period</b>	1 April 2018 -31 <sup>st</sup> December 2022
<b>Beneficiaries</b>	Farmers' Associations, Agricultural Cooperatives, Farmers' Groups, Communal Farmers, Emerging and Resettled Farmers, Seed Growers and Processors, and Individual Farmers
<b>Implementing Partners</b>	(i) Agricultural Business Development Agency (AGRIBUSDEV), (ii) Agricultural Trade and Marketing Agency (AMTA), (iii) Agricultural Bank of Namibia (AgriBank), and (iv) Namibia Agronomic Board (NAB), (v) Namibia National Farmers Union (NNFU), (vi) Namibia Emerging Commercial Farmers Union (NECFU), (vii) Meatboard of Namibia and (viii) Meatco Foundation

##### II. Objective of Certified Seed System Consultancy

The consultant is expected to focus on seed processing and seed quality assurance with a view to increase the supply of good quality and appropriate varieties of seeds of all classes, i.e. breeder seed, foundation seed, and registered seeds that will be used to produce certified seed which will be made available to farmers. Therefore, the objectives of this consultancy are:

- To develop a fully-fledged certified seed system for major staple cereal and leguminous crops; and
- To capacitate and empower the MAWF as the national seed system administration to carry out its seed-related inspection and control functions effectively and efficiently in order to

improve the crop production industry

### **III. Scope of work**

Production of certified seed will take place in all seven (7) cropping regions of Namibia, namely; Kavango East, Kavango West, Omusati, Oshana, Oshikoto Ohangwena and Zambezi Regions. Seed produced in the regions will be transported to seed processing plants in Zambezi, Kavango East, Kavango West, Oshikoto and Omusati regions for processing, grading, packaging and further distribution. The consultant will be required to review the current status of seed production and processing systems. This would be aimed at developing an appropriate system for processing seeds and ensuring availability of quality certified seeds. This processing system will serve as a guideline for the entire seed industry for cereal and legume crops.

### **IV. Specific tasks**

- Provide advice in the design of the seed processing plants that will be constructed in the Kavango East, Kavango West, Omusati, Oshikoto and Zambezi Regions;
- Conduct a Needs Assessment on the type of machinery and equipment that will be required for seed processing of major staple cereal and legume crops taking cognizance of the design of the seed processing plants
- Develop guidelines for the production of certified seeds (cereal, leguminous and vegetable seeds) in Namibia, including the good agricultural practices (GAP) to be adhered to by registered seed producers;
- Revise the Namibian Seed Production Training Manual in-line with new requirements.
- Develop brochures/pamphlets on the processes to be followed in production of certified seed as per Namibian Seed Production Training Manual translated in six (6) local languages (Rukwangali, Oshiwambo, Otjiherero, Silozi, Nama/Damara and Afrikaans);
- Conduct training of trainers (ToT) on field and seed inspection in the production of cereal and legumes certified seeds;
- Document procedures and techniques for Seed Quality Assurance (laboratory seed testing);
- Develop guidelines on the procedures and techniques to be followed for testing seed germination, moisture content, purity, vigour and health;
- Develop a field seed quality and testing manual;
- Develop a Training Plan for short and long term capacity building in seed production in areas such as seed research, plant breeding, seed production and quality control (inspection, testing and certification); and
- Develop guidelines for seed storage, distribution, transportation and marketing modes including an appropriate labelling system.

## V. Expected Output/Deliverables

The key deliverables from this assignment are:

- Submit a needs assessment on the type of machinery and equipment that will be required for seed processing of major staple cereal and legume crops in line with the design of seed processing plants
- Submit a revised Namibian Seed Production Training Manual (1 hard copy and the electronic version in English language)
- Submit one (1) hard copy each and avail the electronic version of the brochures/ pamphlets developed from the revised Namibian Seed Training Manual written in English and local languages on the following topics:
  - (i) Seed Production Standards;
  - (ii) General Seed Multiplication Procedures;
  - (iii) Seed Production Management Practices;
  - (iv) Crop Inspection and Seed Quality Control;
  - (v) Seed Testing and Certification;
  - (vi) Seed Storage and Marketing; and
  - (vii) Pest and Disease Management
- Conduct two (2) training of trainers (ToT) on field inspection, quality assurance and certification
- Submit one (1) Training Plan and avail an electronic version written in English for capacity building in seed production
- Submit a Guideline on procedures and techniques for testing seed germination, moisture content, purity, vigour and health

### (i) **Competencies and Qualification requirements**

- The Consultant should be in position of an MSc/PhD in Plant Breeding and/or Seed Production Systems, Seed Science and Technology;
- Have knowledge in seed production, certification, processing and quality assurance
- At least 10 years of relevant experience;
- Proven track record in conducting agriculture related studies including the capacity assessment of agricultural organizations;
- Experience in leading teams in the field (training, field logistics, human relations, teamwork);
- Proven experience and the capacity to undertake the study;
- Publication record in one discipline related to the assignment;
- Must have excellent analytical skills, knowledge in policy development;
- Must be computer literate with high knowledge of Micro Soft Access and Micro Soft Excel;
- Excellent communication, writing and presentation skills;
- High degree of independence, flexibility and ability to meet strict deadlines.
- Must provide at least three (3) references

(ii) **Consultancy Duration and Timelines**

The duration of this assignment will be 180 calendar days.

(iii) **Payment Schedule**

<b>Payment number</b>	<b>Activity</b>	<b>% of total fees</b>
<b>1.</b>	Submission and acceptance of the consultancy proposed methodology	<b>10%</b>
<b>2.</b>	Submission and presentation of the first revised draft of the Namibian Seed Production Training Manual	<b>10%</b>
<b>3.</b>	Submission and presentation of the first draft brochures/pamphlet seed production guidelines and awareness material	<b>30%</b>
<b>4.</b>	Submission and presentation of the <u>final</u> Namibian Seed Production Training Manual and a <u>final</u> brochures/pamphlet seed production guidelines and awareness material (one (1) each electronically & hard copy).	<b>30%</b>
<b>5.</b>	Submit one (1) a Training Plan and avail an electronical version written in English for capacity building in seed production;  Conduct training of trainers (ToT) on field and seed inspection in the production of pearl millet, sorghum, maize and legumes certified seeds;  Submit a Guideline on procedures and techniques for testing seed germination, moisture content, purity, vigour and health	<b>20%</b>
<b>Total</b>		<b>100</b>