

## EXPRESION OF INTEREST

The Retirement Fund for Local Authorities and Utility Services in Namibia (RFLAUN) invited bids from reputable and experianced service providers to submit an Expresion of Interest (EOI) for the Provision of Marketing and Advertising Services.

**EOI No. 01/2025**

**Closing Date and Time: Wednesday, 30<sup>th</sup> April 2025, 16h30**

### PARTICULARS

**Business Name :** -----

**Postal Address:** -----

**Telephone No. :** -----

**Fax No. :** -----

**Contact Person:** -----

**E-Mail address:** -----

**VAT Registration No:** -----

**Are there any covering letters inclusive? "Yes" or "No":** \_\_\_\_\_

### INFORMATION TO THE FIRM

One EOI proposal, the original documents thereof, submitted together in one sealed envelope, marked, **“RFLAUN EOI NO.01/2025: PROVISION OF MARKETING AND ADVERTISING SERVICES”** must be delivered unopened and delivered at Reception, at 1 Delius Street, Windhoek not later than the closing date and time.

The name and the full address of the firm should appear on the outside of the envelope.

D J Amwaandangi  
**PRINCIPAL OFFICER**

## **PART 1**

### **1. OVERVIEW OF THE RETIREMENT FUND FOR LOCAL AUTHORITIES AND UTILITY SERVICES IN NAMIBIA (RFLAUN)**

#### **1.1 BACKGROUND**

- 1.1.1 The Retirement Fund for Local Authorities and Utility Services in Namibia (RFLAUN) was established in March 1992. It is a defined Contribution Fund. The Fund is registered in terms of both the Pension Funds Act, no. 24 of 1956 and Income Tax Act. The Fund is an umbrella fund established for the Employees of Local Authorities and Utility Services distributors in Namibia. The objective of the Fund is to provide retirement and other benefits to employees and former employees of Participating Employers in the event of death or disablement.
- 1.1.2 The Fund is managed by a Board of Trustees, which has equal representation between the Employer and the members. The Fund has the responsibility to procure goods and services, thus rely on other service providers for the provision of varied services.
- 1.1.3 To maintain and sustain the Fund's communication and marketing requirements, the fund invites the service of qualified marketing and advertising service providers to submit EOI, as per the scope of work stated in Part 2.

## **PART 2**

### **2. SCOPE OF WORK**

The scope of work of these services are the provisions of marketing and advertising services to the Fund.

#### **2.1 Standard marketing and advertising services to be provided on request:**

- 2.1.1. Assist with the Fund's communication and marketing strategies.
- 2.1.2 Create concept development, production and execution of advertisements, corporate identity, and corporate reports (print, radio, video, sms, social media, etc.)
- 2.1.3 Designing and printing marketing, branding and promotional materials.
- 2.1.4 Quarterly newsletter production (design, layout, and print).
- 2.1.5 Create content, manage content, and communicate across all RFLAUN social media platforms.
- 2.1.6 Media planning, photography, and event management.

- 2.1.7 Drafting Speeches and Public Relations material as requested.
- 2.1.8 Assist with Proofreading and Copy Right on Fund's communication.
- 2.1.9 Review and update Brand Manual.
- 2.1.10 Assist with brand reputation management.
- 2.1.11 Assist with stakeholder engagements and management.
- 2.1.12 Any ad-hoc communication and marketing related activities.
- 2.1.13 Account management and administration.
- 2.1.14 Provide a detailed assessment report at the end of campaigns to measure the success rate via tracking mechanisms.

### **PART 3**

## **3. INFORMATION TO THE EOI**

### **3.1 GENERAL INFORMATION**

- 3.1.1 One set of documents comprising details as set out therein, shall be made available as advertised.
- 3.1.2 It is the EOI's responsibility to check completeness of documents, including number of pages.

### **3.2 COST**

- 3.2.1 No applicable.

### **3.3 LODGING AND OPENING OF EOI**

- 3.3.1 The entire set of EOI documents shall be sealed in an envelope marked with the EOI number and title and handed in at the time, place and date as advertised including strict compliance with the following:
  - 3.3.1.1 The original EOI shall be duly completed and priced in an undeletable medium with all alterations initialed next to it (erasing fluid is prohibited).
  - 3.3.1.2 Each page shall be initialed including the annexures.
- 3.3.2 EOI not completed in all respects may be disqualified at the sole discretion of the Board of Trustees. Attention is drawn in particular to the detailed completion of Part 5 of this submission.
- 3.3.3 Telegraphic and facsimile EOIs are not acceptable and will be disqualified.

### **3.4 COMPLIANCE AND ALTERNATIVES**

- 3.4.1 EOI submitted must comply strictly with the requirements of these documents.

- 3.4.1 Alternative offers may be submitted, but only **in addition** to the EOI requirements.

### **3.5 VALIDITY**

- 3.5.1 EOI must remain valid for a minimum period of ninety (90) calendar days from the due date.
- 3.5.2 The Board of Trustees of RFLAUN does not bind itself to accept the lowest or any other EOIs.

### **3.6 CONFIDENTIALITY & COPYRIGHT**

- 3.6.1 EOI documents issued by or on behalf of the Board of Trustees of RFLAUN shall remain copyright of RFLAUN.
- 3.6.2 The firm shall treat all aspects pertaining to this EOI as confidential and shall not disclose details to third parties except for bona fide purposes.

### **3.7 DEFAULTS**

- 3.7.1 A firm withdrawing interest within the period of validity after date of closing of the EOI or failing to enter into a contract within 30 days when called upon will forfeit the chance to provide the service to RFLAUN.
- 3.7.2 The Board of Trustees reserves its rights to take legal steps against a defaulting service provider for any losses suffered under 3.7.1 above.

### **3.8 ENQUIRIES**

- 3.8.1 All enquiries in connection with this EOI shall be directed in writing (e-mail) to the contact person(s) as advertised with a cut-off date of three working days before date of closing.
- 3.8.2 Replies to enquiries submitted will be issued in writing.
- 3.8.3 Any verbal information given or perceived to have been given shall not be binding on RFLAUN.

## **PART 4**

### **4. EOI REQUIREMENTS**

#### **4.1 EOI CONDITIONS**

- 4.1.1 The Trustees or their authorized representatives, reserve the right to discuss suppliers' offers with them at any stage after closure of the EOI or to enter into post – consultations/negotiations at their sole discretion;

- 4.1.2 The Trustees or the Fund do not bind themselves to accept the lowest or any offer submitted, nor will they provide any reason for failure to do so and will not be held liable for any expenses incurred by any party in the preparation of this EOI;
- 4.1.3 The Trustees or the Fund accept/s no responsibility for EOIs not reaching the specific office before the closing date and time and late EOIs will not be considered;
- 4.1.4 The decision of the Trustees regarding the appointment of a successful EOI will be final and subject to the successful conclusion of a **Service Level Agreement** between the respective parties;
- 4.1.5 The Trustees reserve the right to request companies to arrange for a personal presentation, at their own expense, of the services offered as contemplated herein;
- 4.1.6 Any bribery, coercion, canvassing or any attempt thereto in order to influence or attempt to influence the awarding of the EOI, whether directly or indirectly, will result in disqualification of the EOI concerned.
- 4.1.7 The successful EOI will enter into a Service Level Agreement with the Fund upon finalization of the process.

## 4.2 PARTICULARS OF EOI

<b>4.2.1 Name of Company and,</b>		
<b>4.2.2 Namibian Registration number</b>		
<b>4.2.3 Telephone number</b>		
<b>4.2.4 Date of incorporation</b>		
<b>4.2.5 E-mail address</b>		
<b>4.2.6 Physical Street Address</b>		
<b>4.2.7 Contact person</b>		
<b>4.2.5 Name(s) and details of Directors/shareholders</b>	Namibian	Non-Namibian
<b>4.2.6 Total number of Employees</b>	Namibian	Non-Namibian

## **PART 5**

### **5. SPECIFIC REQUIREMENTS APPLICABLE TO EOI APPLICATIONS**

#### **5.1 CLIENT BASE**

- 5.1.1** Provide a list of previous and existing clients that you have provided with similar services, as well as their business names and contact details.

#### **5.2 COMPANY STRENGTH**

**5.2.1 Provide the following information about your company:**

- 5.2.1.1** The firm should provide evidence that they have the general experience required as well as specific experience in Marketing, Public Relations, Branding, or Advertising.
- 5.2.1.2** Synopsis of personnel competence to execute the required services to the satisfaction of RFLAUN.
- 5.2.1.3** The firm should demonstrate an existing track record for at least (4) years and have undertaken prior comprehensive campaigns.
- 5.2.1.4** Well proven and demonstrated creativity, and highly engaging advertising approach through the provision of 3 (three) corresponding reference letters.
- 5.2.1.5** The firm must have a well-resourced team that has capacity to design and come up with the robust marketing concepts, design and material that can deliver stunning visuals and a strong brand message that reaches targeted audience.
- 5.2.1.6** Be highly regarded, ideally evidenced by winning a major local or regional industry awards given by an acclaimed awarding body.

#### **5.3 SERVICE CHARGES**

- 5.3.1** Please provide a full breakdown of the cost of service as per the scope of work for standard and non-standard services in Namibia dollars including VAT.

#### **5.4 DOCUMENTS TO BE ATTACHED**

- 5.4.1** Certified copy(s) of identification document of the firm.
- 5.4.2** Copy of the certificate of registration/trade license.
- 5.4.3** Documentary evidence regarding training programs, affirmative action programs or activities benefiting Namibian citizens from previously disadvantaged groups and people living with disabilities.
- 5.4.4** Original Certificate of Good Standing from the Social Security Commission of Namibia.

- 5.4.5 Original Certificate of Good Standing from the Ministry of Finance and Social Grants Management.
- 5.4.6 Affirmative Action Certificate from the Ministry of Justice and Labour Relations.
- 5.5** Should any one of the above-mentioned documentations not be attached, the Board of Trustees reserves the rights not to consider the EOI.
- 5.6 In the event of the EOI being submitted on behalf of a company in the course of formation, it shall be a special condition that:
  - 5.6.1 The provisions of the Companies Act, 1973, and more specifically section 35 thereof, shall have been complied with; and
  - 5.6.2 The company accepts and ratifies this EOI and any agreement which may arise therefrom, failing which the signatory hereby agrees in favour of RFLAUN that s/he shall be bound to this EOI and s/he shall be deemed to have signed and submitted this EOI in his personal capacity.

**Section 35 of the companies Act, Act 61 of 1973, reads as follows:**

“35” Any contract made in writing by a person professing to act as agent or trustee for a company not yet incorporated, shall be capable of being ratified or adopted by or otherwise made binding upon and enforceable by such company, after it has been fully incorporated as if it had been duly incorporated at the time when the contract was made and such contract had been made without its authority: Provided that the memorandum on its registration contains as an adoption of, or the acquisition of rights and obligations in respect of such contract, and that two copies of such contract, one of which shall be certified by a notary public, have been lodged with the registrar together with the lodgement for registration of the memorandum and Articles of the Company.”

Where this EOI is submitted on behalf of another person or a legal person, it must be accompanied by the necessary Power of Attorney and, where applicable, a certified extract of the minutes of the legal person. Where these conditions are not complied with the signatory hereby agrees in favour of RFLAUN that he/she shall be bound in his/her personal capacity in the event where the other person or legal person is not legally bound thereto.

- 5.6.3 EOI shall not be entitled to submit alternative EOIs or in joint ventures with undisclosed partnerships. Such EOIs shall not be considered.
- 5.6.4 It is an expressed and non-negotiable condition of this EOI that RFLAUN, its Trustees, employees, contractors, consultants or any other party whomsoever does not give or imply any warranties with regard to any aspect of this EOI, nor that any representations or statements made by one or more of the parties identified above, shall be of any force or effect.
- 5.6.5 In the case of reference to any legislation in this EOI or any documents accompanying same, such reference shall also include the reference to any possible amendment thereto or legislation coming into the place of the existing legislation.

- 5.6.6 Should it be necessary to amend the agreement to safeguard the interest of RFLAUN or to accommodate any change in circumstances, RFLAUN reserves the right to do so.
- 5.6.7 In the event of a EOI being successful, the firm hereby undertakes to sign the above-mentioned formal agreement and to return same within fourteen days from the date of receipt to the Principal Officer, 1 Delius Street, Windhoek.
- 5.6.8 Failure to do so may lead to the revocation of the allocation of the EOI without notification and in that event RFLAUN has the right to reallocate the EOI with the reservation of rights to claim damages from any such firm.

### **UNDERTAKING**

I/We hereby undertake not to revoke this offer nor to amend it within ninety (90) days after the closing date of this EOI and that my/our EOI may be accepted at any time within the aforesaid period of ninety (90) days.

I/We further undertake to, if so requested, enter into a formal agreement which expresses the terms and conditions of this EOI at the choice of RFLAUN and to sign same as early as possible after requested thereto, and to return the signed documents to the Senior Officer: Information and Marketing at 1 Delius Street, Windhoek, within FOURTEEN (14) days after such request. In the event of the failure to do so, RFLAUN may evoke the Agreement claiming damages suffered as a result of non-compliance with the request.

Until a formal agreement is drawn up and executed, this EOI (inclusive of all Annexure and documents submitted therewith) together with a copy of the written acceptance thereof by RFLAUN, shall constitute a binding agreement between us.

### **NOTE:**

- (a) All pages of this EOI, Annexure and documents accompanying it must be initialed.
- (b) EOI must be signed by an authorized official, who warrants the authority to do so;
- (c) Failure to comply with the requirements of (a) and (b) above may result that the EOI will not be considered.