



Otjozondjupa Regional Council



Tel: 067-303702
Fax: 067-302760/302742

P.O. Box 1682
Otjiwarongo,
Namibia

**REQUEST FOR PROPOSAL FOR THE PROVISION
OF
THE STRUCTURE PLAN FOR PORTION 1 OF THE FARM
OVITOTO RESERVE NO. 55, AND ESTABLISHMENT OF A
NEW TOWNSHIP (OKANDJIRA EXTENSION 1) IN OKANDJIRA
SETTLEMENT**

Procurement No: SC/RP/OTRC-01/2024/2025

**Issued on: 11 September 2024
Closing Date & Time: 02 October 2024 at 10h00**

NAME OF BIDDER	
POSTAL ADDRESS OF BIDDER	
CONTACT NUMBERS OF BIDDER	
EMAIL ADDRESS OF BIDDER	
AUTHORISED REPRESENTATIVE OF BIDDER (Attach letter / power of attorney)	
VAT REGISTRATION NO.	
SIGNATURE OF BIDDER	

INFORMATION TO THE BIDDERS:

Bidders shall enclose TWO Bidding documents in a single sealed envelope, duly marking the envelopes as “ORIGINAL” and “COPY with the Procurement Reference Number: SC/RP/OTRC-01/2024/2025. The inner and outer of the envelopes shall bear the Bidder’s name and address, to be deposited in the Bid Box at the Otjozondjupa Regional Council, 22 Henk Willems Street, Otjiwarongo, on or before 02 October 2024 at 10h00.



Otjozondjupa Regional Council



Tel: 067-303702
Fax: 067-302760/302742

P.O. Box 1682
Otjiwarongo
Namibia

Request for Proposal LETTER OF INVITATION

Dear Sir/Madam,

SUBJECT: COMPILATION OF A STRUCTURE PLAN AND THE ESTABLISHMENT OF A NEW TOWNSHIP FOR OKANDJIRA SETTLEMENT

1. You are hereby invited to submit technical and financial proposals for consultancy services required for the **compilation of a Structure Plan; land use management scheme; the establishment of a new Township in Okandjira Settlement; and other related services** for the **Otjozondjupa Regional Council** which could form the basis for future negotiations and ultimately, a contract between you and the Otjozondjupa Regional Council.
2. The purpose of this assignment is to:
 - (a) Follow all statutory procedures to compile a Structure Plan for Portion 1 of the Farm Ovitoto Reserve No. 55; and land use management scheme for Okandjira Settlement;
 - (b) Establish a new Township of ± 160 erven that will be known as Okandjira Extension 1.
 - (c) Capture and provide new Ortho-photos of the existing Township and new township (Extension 1) of Okandjira Settlement.
 - (d) Prepare the bidding document for Otjozondjupa Regional Council for the procurement of land surveying services for Okandjira Extension 1 layout.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) 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]
4. Any request for clarification should be forwarded in writing to **Otjozondjupa Regional Council: Mr. S.S.N. Shidhika, E-mail: sshidhika@otjozondjuparc.gov.na**. Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.

5. The Government of the Republic of Namibia requires that bidders 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** to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

6. Eligibility

- (a) Consultants shall submit a certified copy of the valid Founding Statement or Company Registration Certificate issued by the Ministry of Industrialization, Trade and SME development or Business and Intellectual Property Authority (BIPA), certified by the Namibian Police (indicating the stream of business in which the company is engaged and which shall be related to the procurement assignment).
- (b) Consultants shall provide certified copies of Identification Documents (IDs) of the shareholders, members and their corresponding shareholder certificates of a corporation or members of a trust, certified by the Namibian Police.
- (c) Consultants shall submit original valid or certified copy by the Namibian Police of Good Standing Tax Certificate.
- (d) Consultants shall submit original valid or certified copy by the Namibian Police of Good Standing Social Security Tax Certificate.
- (e) Consultants shall submit a certified copy of valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that Consultant is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.
- (f) Consultants shall submit the duly filled, signed, stamped, and dated Bid Submission Form; Bid Securing Declaration on the letterhead of the company; and Written Undertaking in terms of Section 138 of the Labour Act, 2015.
- (g) 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. A list of firms debarred from participating in Public Procurement in Namibia is available at <https://egp2.gov.na/forms/SearchSuspendedBidders.jsf>
- (h) 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.
- (i) 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.
- (j) Consultants with incomplete works/services of the similar nature with the Otjozondjupa Regional Council shall not be considered.

- (k) Consultants shall submit written statement by a power of attorney (or notary statement, etc.) proving that the person who signed the bid on behalf of the company/joint venture/consortium is duly authorised to do so. *Take note: this requirement is not applicable to sole proprietors.*
- (l) Original and all copies of the bid shall be typed or written in indelible black ink and signed by a person duly authorised to sign on behalf of the Bidder.
- (m) Bidders shall initial all pages of the Bidding documents and Annexures.
- (n) Bid is written in English language.
- (o) Failure to adhere to all the requirements will lead to automatic disqualification.

7. Bidding Process & Submission of Proposals

- (a) Bidding process shall be by means of one envelope system. Meaning, the Bidders shall enclose TWO Bidding documents (namely; Technical & Financial Proposals) in a single sealed envelope, duly marking them as “ORIGINAL” and “COPY with the Procurement Reference Number: SC/RP/OTRC-01/2024/2025.
- (b) Both the Technical Proposal and Financial Proposal should follow the form given in Annexure 2 - "Supplementary Information for Consultants".
- (c) The proposals must be deposited into the bid box on or before: Wednesday, 02 October 2024, before 10h00, at Otjozondjupa Regional Council, 22 Henk Willems Street: Office Park, Block B, Ground Floor (Administration), Otjiwarongo.
- (d) Both the Technical Proposals and Financial Proposals will be opened at 10h30 on 02 October 2024 at Otjozondjupa Regional Council (Block B, Ground Floor) and the names and prices will be read out.
- (e) Proposals should not be forwarded by electronic mail.

8. Deciding Award of Contract

- 8.1 The Consultants shall be responsible for preparing effective, clear, and concise proposals.
- 8.2 The proposals shall be evaluated in three (3) phases namely; Eligibility, Technical, and Financial phases, for award of Contract:
 - (i) Eligibility phase will be assessed based on a ‘YES’ or ‘NO’ criteria. ‘Yes’ criteria means the bidder has complied with the eligibility criteria stated in Clause 6 of the Invitation letter above, and shall be retained for the next evaluation phases (Technical & Financial). ‘No’ criteria means the bidder does not comply with the eligibility criteria stated in Clause 6 of the Invitation letter, and shall not be evaluated further due to automatic disqualification. All bidders that comply shall proceed to the next phase (Technical phase).
 - (ii) Technical Proposals will be evaluated on the basis of a maximum of 100% as per the following criteria:

A = Previous Relevant Experience of the Consultant for the Assignment (35 Points)	
Experience in preparation of Structure Plans	Max. 10 Points (5 points per Structure Plan approved & proof is attached)

Experience in Township Establishments	Max. 15 points (5 points per Township Establishment approved & proof is attached)
Experience in production of Orthophoto maps	Max. 10 points (5 points per Orthophoto map approved by Client & proof is attached)
B = The Quality of the Methodology Proposed (35 Points)	
Taking in account the processes that will be adopted for preparation of the Structure Plan (Max. 5 Points)	
Taking in account the processes that will be adopted for the township establishment (Max. 5 Points)	
Taking in account the history, geology and hydrology of Okandjira Settlement (Max. 12 Points)	
Taking in account the vision of Okandjira Settlement (Max. 2 Points)	
Identification of stakeholders and management of Stakeholder consultation during various stages of Structure Plan's preparation. (Max. 5 Points)	
Highlighting the complexities that will be encountered and the challenges that may be faced during the performance of the scope of services for this contract until completion. (Max. 6 Points)	
C = Qualification of the Key Staff Members Proposed (30 Points)	
Registered Town and Regional Planner (Team Leader)	Max. 15 points (At least one Town and Regional Planner actively registered with the Namibian Council of Town & Regional Planners with minimum of five years of experience; and atleast a Qualification in Town/Urban Planning at NQF. Level 7 minimum, & proof of registration & qualification are attached).
Town and Regional Planners in Training	Max. 10 points (5 points per Town and Regional Planner in Training registered with the Namibian Council of Town & Regional Planners, and the following documents are attached: proof of registration as Town and Regional Planners in Training; qualifications; Curriculum Vitae; certified copy of Identity Documents; and proof of employment or working with the Consultant for more than six (6) months.
Assisting staff: GIS Expert or Land Surveyor	Max. 5 points (5 points for GIS Expert/land surveyor and the following documents are attached: qualification; Curriculum Vitae & certified copy of Identity Document).
<p>Technical Score (TS) = A + B + C</p> <p><u>Note:</u> 1 Point = 1% Total Technical Score (TS) = 100%</p> <p>Only Bids that have passed with a minimum Technical Score of 75% and above shall have their prices evaluated.</p>	

- (iii) Financial Proposals will be evaluated on the basis of a maximum of 100% using the following formula to determine the Financial Scores for each proposal:

$$FS = F_m / F \times 100\%$$

Whereby, FS is the Financial Score, F_m is the lowest price, F is the price of the proposal under consideration.

Lastly, the Financial Scores for each proposal will be added to the Technical Scores respectively to determine the most technically and financially compliant bid using the formula:

$$(TS + FS) / 2$$

The bidder scoring the highest percentage shall be the most technically and financially compliant to be recommended for award of Contract. Should you be contacted, you must be prepared to clarify the proposals submitted by you as may be required.

9. Rights of a Public Entity

- (a) Please note that Otjozondjupa Regional Council 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.
- (c) Otjozondjupa Regional Council reserves the right to verify the submitted information, at the evaluation stage and after award of Contract, and may terminate the Contract upon detection of any incorrect information.

10. Duration of Assignment

The duration of the assignment shall be for a period of 24 months. You should base your financial proposal on the scope of services. The Consultant shall submit a detailed programme for the execution of his duties, providing a breakdown of the various project phases and activities, as well as the planned due dates for completion of each phase/activities, as part of their technical Report. The Consultant should indicate a minimum of three (3) milestones on his/her programme.

11. 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 Otjozondjupa Regional Council will make its best efforts to finalise the agreement within this period.

12. Commencement date of Assignment

The Consultant is expected to take up or commence with the assignment within seven (7) days after the letter of Acceptance. The Consultant must submit any update on the program of works in a period of 30 days during the performance of the services.

13. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia.

14. 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.

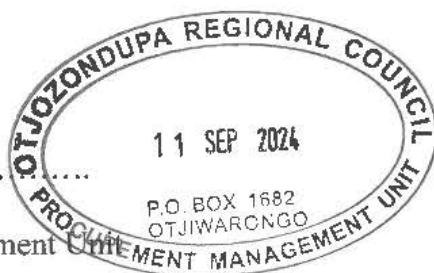
The Otjondjupa Regional Council would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,



Mrs. S.M.K. Tuahuku

Head: Procurement Management Unit



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

Otjozondjupa Regional Council is a statutory institution established in terms of Section 2(1) of the Regional Councils Act, 1992 (Act 22 of 1992) to ensure planning and development of the settlement areas. Okandjira is one of the proclaimed settlements under the jurisdiction of Otjozondjupa Regional Council, situating on Remainder of the Farm Ovitoto Reserve No. 55. The existing township (± 42.16 Ha) comprises of 344 erven, while Okandjira Townland (Portion 1 of the Farm Ovitoto Reserve No. 55) measures 11600349Ha in extent. An area located in the Townland of Okandjira, referred to as 'Portion X' measuring ± 33 Ha is earmarked for Township Establishment as it is perfectly located and available for new developments of a mixed land-use concept, mostly to address the housing needs and promote economic sustainability. Therefore, Otjozondjupa Regional Council intends to appoint a Town Planner to compile the Structure Plan for Portion 1 of the Farm Ovitoto Reserve No. 55, and Establishment of a New Township (Okandjira Extension 1) on Portion X in Okandjira Settlement, and other related services as stated in Part 2 (Scope of Services). See Part 10 below for the locality of Portion X.

Part 2. Scope of Services

2.1 The Consultant shall follow all statutory procedures in terms of Urban and Regional Planning Act 5 of 2018 to perform the following Services to Otjozondjupa Regional Council on all Town Planning related works/services:

- (a) Compile a Structure Plan for Portion 1 of the Farm Ovitoto Reserve No. 55;
- (b) Establish a new Township of ± 160 erven on Portion X (± 32.97 Ha) that will be known as Okandjira Extension 1, until the approval of the Township.
- (c) Prepare the statutory land use management scheme of Okandjira Settlement for the next five years.
- (d) Capture and provide new Ortho-photos of the existing Township and new Township (Extension 1) of Okandjira Settlement (A1 paper size minimum).
- (e) Prepare bidding document for Otjozondjupa Regional Council for procurement of land surveying services for the new Township establishment (Okandjira Extension 1), in terms of the Public Procurement Act 15 of 2015, and the Land Survey Act, 33 of 1993.

2.2 The Consultant shall obtain an understanding of the assignment and inform the Otjozondjupa Regional Council of the information required to perform the requested services.

2.3 The Consultant shall ensure that the Structure Plan, new Township Layout and the land use management scheme interact with each other.

2.4 The proposal should be for the town and regional planning services and additional services as per the scope of services above, which shall include the costs not limited to the approvals; stationary; application fees; printing and advertising costs. The Consultant should base their financial proposal on the promulgated tariffs (Gazetted) for town and regional planners, as well as any the Preliminaries;

General (Per Diem) costs; production and printing of orthophotos; and other costs of performing additional services as listed in the scope of services shall be to the discretion of the Consultant.

2.5 The Consultant is required to complete the above tasks and provide the necessary approvals to Otjozondjupa Regional Council.

Part 3. Facilities to be provided by the Public Entity

Otjozondjupa Regional Council shall provide information as required by the consultant to enable him/her to perform the assignment successfully.

Part 4. Contract Duration and Fees

(a) Duration of initial Contract

Work should be completed within 24 months after signing of contract, unless extended with the approval of the Otjozondjupa Regional Council.

(b) Payment

- (i) The Consultant shall include in his Financial Proposal a total fee of his services as per the scope of services in this TOR in the form of detailed cost break-down, as well as a staff-time and disbursement breakdown of such fees, which shall be used as basis 'unit rates' for Additional and Exceptional Services, should these arise.
- (ii) The fee to be paid to the consultant for services in terms of this TOR and his Technical Proposal (which combined are considered to be part of Normal Services) is a fixed price fee indicated on the summary of Contract estimate (Form F- 4).
- (iii) The fixed price fee has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
- (iv) Any additional services shall in all cases be instructed in writing by the Client.
- (v) Consultant to submit a payment schedule as part of the Financial Proposal. Any update on the payment schedule shall be made at signing of Contract (Contract Negotiations).
- (vi) Fees payable will be based on the Lump Sum submitted for each stage, per milestone achieved as per the payment schedule submitted by the Consultant and approved by the Otjozondjupa Regional Council.
- (vii) Otjozondjupa Regional Council undertakes to make payment in Namibian Dollar (N\$) within 30 days from the date of submission of the invoice, and upon submission of the report of the work conducted by the Consultant.

Part 5. Deliverables

- 5.1. GIS based information or database of the approved Structure Plan for Okandjira Settlement and the new approved Townships Establishment together with all original certificates needed for surveying and registration (GIS Database to be provided in an excel file format linked to the CAD layout).
- 5.2. Approved township layout of Okandjira Extension 1 together with existing Township in CAD format.
- 5.3. Approved township layout of Okandjira Extension 1 together with existing Township on A1 Hardcopy paper, which are laminated front & back, to be waterproof and weatherproof (3 copies to be delivered).
- 5.4. Approved township layout of Okandjira Extension 1 in GIS Shapefile formats.
- 5.5. Digital orthophotos of the Townships (existing & new) of Okandjira Settlement in TIFF colour format on A1 paper size (3 copies to be delivered).
- 5.6. Orthophotos overlaid by the approved township layouts (existing & new) in PDF format min. A1 paper size.
- 5.7. Orthophotos overlaid by the approved township layouts (existing & new) on A1 hardcopy paper, which is laminated front and back, to be waterproof and weatherproof (3 copies to be delivered).
- 5.8. All final documents including completion report; the amendment scheme; and the Bidding document for procurement of land surveying services for the new Township establishment (Okandjira Extension 1) shall be submitted to the Client in electronic formats, preferably PDF, Excel and Word formats together with four paper sets after approval by the Minister of Urban and Rural Development, inclusive of the General Notice as gazetted.

Part 6. Institutional Arrangements

Mr. Sakaria S. N. Shidhika, the Staff of Otjozondjupa Regional Council shall be the Client's Coordinator responsible for coordination of the Consultant's activities under the contract, receiving the invoices for payment and the deliverables for acceptance by the Client, and shall provide information necessary for the assignment. The Client shall appoint a new Client's Coordinator if the above designated Client's Coordinator is absent.

Part 7. Reporting

- 7.1 The Consultant shall submit draft reports/ schemes before the final reports/schemes are compiled.
- 7.2 Progress meetings will be held monthly together with the Client's Technical staff, whereby the Consultant will be responsible to minute and distribute minutes of such meetings.

Part 8. Sub-Consultants

8.1 If a sub-consultant is used by the Consultant, or the sub-consultant's services are withdrawn by the sub-consultant or terminated by the Consultant, it shall be the responsibility of the Consultant to engage a replacement or otherwise arrange for the performance of the Service affected to the satisfaction of the Client.

8.2 The fees for the sub-consultants should also form part of the financial proposal.

8.3 The Otjozondjupa Regional Council as Client will not accept Joint Ventures of Consulting firms. However, one main consultant with sub-consultants will be acceptable.

Part 9. Agreement

The documents forming the Consultancy Agreement shall be:

9.1. Standard Request for Proposal

9.2. Letter of Invitation

9.3. Annexure 1: Terms of Reference

9.4. Annexure 2: Supplementary Information for Consultants

9.5. Annexure 3: Draft Contract under which service will be performed

9.6. Annexure 4: Data Sheets, Returnable Documents, Normal Services, and Additional Information

9.7. Consultant's Technical & Financial Proposal (after negotiations and agreement thereof)

9.8. Fees payable will be based on the Lump Sum submitted for each stage and the payment schedule submitted by the Consultant and approved by Otjozondjupa Regional Council.

Part 10. Drawings

7.1 Drawings and information necessary for the assignment shall be issued to the successful Consultant at the signing of the Contract.

7.2 Locality of Portion X is found on the next page (page 12):

Project:
 COMPILATION OF THE STRUCTURE PLAN FOR
 PORTION 1 OF THE FARM OVIOTO RESERVE
 NO. 55 AND ESTABLISHMENT OF A NEW
 TOWNSHIP (OKANDJIRA EXTENSION 1) IN
 OKANDJIRA SETTLEMENT

Notes:

- Otjozondjupa Regional Council makes every effort to provide accurate information, but does not accept any liability for errors or omissions. Credit can only be taken to capture the data from legal and accurate sources.
- Any discrepancies should be addressed to the Directorate: Planning & Development Services Immediately.

Legend



COORDINATES OF PORTION X	
Point	LONGITUDE
A	17.217234°
	-21.976758°

Color	Category
Blue	RESIDENTIAL
Yellow	BUSINESS
Green	EDUCATION
Red	LOCAL AUTHORITY
Orange	GOVERNMENT
Light Blue	PARASTATAL
Light Green	PRIVATE OPEN SPACE
Light Yellow	PUBLIC OPEN SPACE
Light Orange	UNDETERMINED
Light Blue	STREET & TOWNLANDS

Designed & Drawn by:

MR. SAKARIA S. N. SHIDHIKA
 DIRECTORATE: PLANNING & DEVELOPMENT SERVICES
 OTJOZONDJUPA REGIONAL COUNCIL
 EMAIL: sshidhika@otjozondjuparc.gov.na



TEL: +264 67 303 702
 FAX: +264 67 302 760

OTJOZONDJUPA REGIONAL COUNCIL

Drawing Title:

LOCALITY OF PORTION X IN OKANDJIRA SETTLEMENT

Date: 09 SEPTEMBER 2024
 Scale: 1:5500

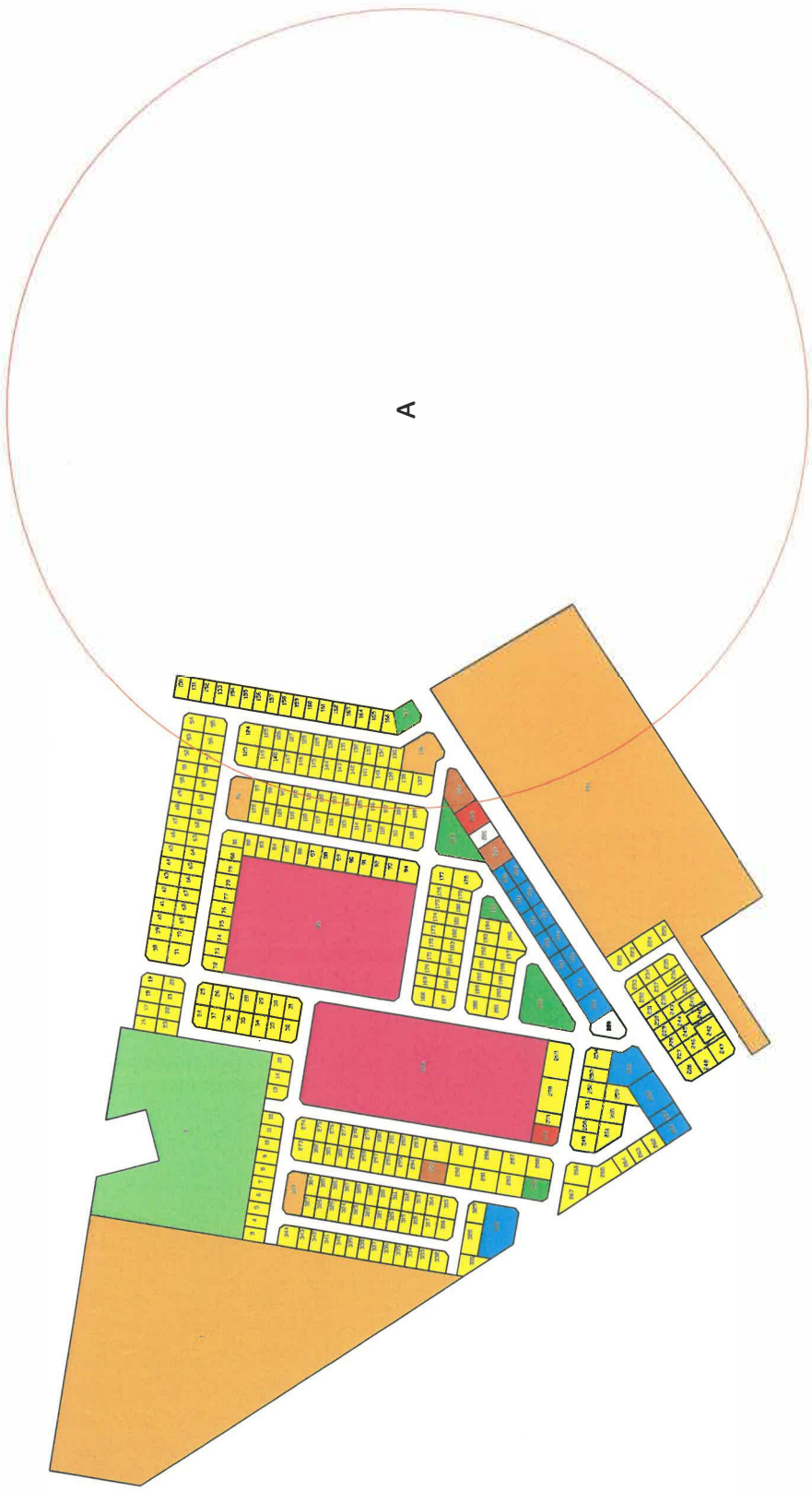
Drawing No.: OTRC24-25-OKAND1
 Revision: A

Checked: SSSN 09 SEPTEMBER 2024,

Revision:

NO	DATE	DESCRIPTION	INITIAL
A	09/09/2024	For Procurement Purpose Only	SSH

Copyright of this Drawing is Reserved



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).
 - (b) Financial Proposals
 - (i) Financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
2. The proposals shall be submitted in one original and one copy.

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: _____

**HIRING OF CONSULTANCY SERVICES FOR THE STRUCTURE PLAN
FOR PORTION 1 OF THE FARM OVITOTO RESERVE NO. 55, AND
ESTABLISHMENT OF A NEW TOWNSHIP (OKANDJIRA EXTENSION 1)
IN OKANDJIRA SETTLEMENT**

I/We _____ herewith enclose Technical and Financial Proposals for selection as Consultant for the Otjozondjupa Regional Council.

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 not more than half a page.]

Education:

[Summarise college/university and other specialised education, giving names of institutions, dates attended, and degrees obtained. Use not more than 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 not more than two pages.]

Languages:

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

Certification:

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

Date (Day/Month/Year): _____

[Signature of Consultant]

Full name of Consultant: _____

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING THE LAST 5 YEARS

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

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

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

Cost Estimate of Services¹

Remuneration:

Consultant Name: _____

1. Professional Town Planning Services	Gazetted Rate (in Namibian Dollars)	Working Hours	Total Cost (in Namibian Dollars)
	N\$ _____	_____	N\$ _____
2. Additional Services as listed in Scope of Services	Consultant's Rate (in Namibian Dollars)	Working Hours	Total Cost (in Namibian Dollars)
	N\$ _____	_____	N\$ _____
Sub-Total (Remuneration)			N\$ _____

Out-of-Pocket Expenses² :

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

Note:

The Total Estimate includes all Consultant's costs and profits, as well as any tax obligation that may be imposed on the Consultant.

All payments shall be made to the Consultant's bank Account details below:

Bank Name: _____

Account No.: _____

Account Type: _____

Branch: _____

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

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

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

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

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

Note: Bid Securing Declaration shall be on the letterhead of the company

Date: _____

Procurement Ref No.: SC/RP/OTRC-01/2024/2025

To: Otjozondjupa Regional Council

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**
- (d) in the bidding document, should I/We* be successful bidder; or**
- (e) 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 or a duly authorised assigned member/partner of that close corporation]



Republic of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

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

1. EMPLOYER'S DETAILS

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

2. PROCUREMENT DETAILS

Procurement Reference No.....

Procurement Description:

.....

.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I *[insert full name]*, owner/representative

of *[insert full name of company]*

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

1. *A labour inspector may conduct unannounced inspections to assess the level of compliance*
2. *This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

OTJOZONDJUPA REGIONAL COUNCIL

AND

[CONSULTANT NAME]

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THIS SERVICE CONTRACT entered into on this *[date]* _____ between the Otjozondjupa Regional Council [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:

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 within 7 days after signing 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 a period of two (2) years, beginning on the date of commencement of the Services, and ending not later than two (2) years thereafter.

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, organisation 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, if needed.

ARTICLE IV
PAYMENT FOR THE SERVICES

- 4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").

- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex I and 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 21 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 21 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/her 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 authorised 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 email 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 : P O Box 1682
Physical Address : Otjondjupa Regional Council (Head Office), 22 Henk Willems Street
Town : Otjiwarongo
Contact Number : 067 303 702
Fax : 067 302 760

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Town : _____
Contact Number : _____
Fax : _____

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.

FOR THE PUBLIC ENTITY

FOR THE CONSULTANT

Signature: _____

Signature: _____

Witness 1: _____

Witness 1: _____

Witness 2: _____

Witness 2: _____

Date: _____

Date: _____

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

BIDDER'S FAMILIARITY WITH DOCUMENTS

This is to certify that I: _____

Representing the bidder: _____

Examined the TERMS OF REFERENCE.

I am fully aware of the contents thereof and I have priced the services after having taken into account the requirements of these documents.

While examining these documents I found discrepancies which I have explained in my TECHNICAL PROPOSAL:

DATE

SIGNATURE OF BIDDER