



# **Otjozondjupa Regional Council**



Tel: 067-303702  
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P.O. Box 1682  
Otjiwarongo,  
Namibia

## **REQUEST FOR PROPOSAL FOR THE PROVISION OF**

## **CONSULTANCY SERVICES FOR THE CONSTRUCTION OF SERVICES INFRASTRUCTURE (SEWER REHABILITATION) IN OKAMATAPATI SETTLEMENT**

**Procurement No: SC/RP/OTRC-02/2024/2025**

**Issued on: 28 November 2024**

**Closing Date & Time: 20 December 2024 at 10h00**

<b>NAME OF BIDDER</b>	
<b>CONTACT NUMBER OF BIDDER</b>	
<b>EMAIL ADDRESS OF BIDDER</b>	
<b>AUTHORISED REPRESENTATIVE OF BIDDER</b> (Attach letter / power of attorney)	
<b>SIGNATURE OF BIDDER</b>	

### **INFORMATION TO THE BIDDERS**

Bidders shall enclose bidding document in a single sealed envelope, duly marking the envelopes as with the Procurement Reference Number: **SC/RP/OTRC-02/2024/2025**. 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 **20 December 2024 at 10h00**.

**Request for Proposal**  
**LETTER OF INVITATION**

Dear Sir/Madam,

**SUBJECT: CONSULTANCY SERVICES FOR THE CONSTRUCTION OF SERVICES INFRASTRUCTURE (SEWER REHABILITATION) IN OKAMATAPATI SETTLEMENT.**

1. You are hereby invited to submit technical and financial proposals for consultancy services required for the Construction of Services Infrastructure (Sewer Rehabilitation) in Okamatapati Settlement in 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 necessary procedures and compile a proposal on how the sewer line will be rehabilitated in Okamatapati Settlement, as per the required civil engineering standards for Namibia.
  - (b) Prepare the bidding document for Otjozondjupa Regional Council for the construction of services infrastructure (sewer rehabilitation) in Okamatapati Settlement.
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: Ms. H.I Kalumbu, E-mail: [hkalumbu@otjozondjuparc.gov.na](mailto:hkalumbu@otjozondjuparc.gov.na) or Mr. S.S.N. Shidhika, email: [sshidhika@otjozondjuparc.gov.na](mailto: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 Unit: [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.

**6. Eligibility**

- a) have a valid certified copy of Founding Statement for any of the followings:

- i. *an entity incorporated or registered under the company or close corporation laws in Namibia;*
  - ii. *co-operative registered under the laws regulating co-operatives in Namibia;*
  - iii. *document serving as of registration as a Trust and Trust deed for a trust registered under laws regulating trusts in Namibia;*
- b) Bidder 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;
  - c) Bidder shall submit an original valid or certified copy of Good Standing Tax Certificate.
  - d) Bidder shall submit an original valid or certified copy of Good Standing Social Security certificate
  - e) Bidder shall submit a certified copy of valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.
  - f) Bidder shall submit the duly filled, signed, stamped, and dated Bid Submission form; Bid Securing Declaration and Written undertaking in terms of Section 138 of the Labour Act,2015.
  - g) Bidder must submit certified copy of the project managers` registration certificate with the Engineering Council of Namibia.
  - h) A Bidder 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>
  - i) Proposals from bidder 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.
  - j) Bidder 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. ***(Take note: false declaration may lead to disqualification)***
  - k) Bidder shall submit power of attorney or notary statement proving that the person who signed the bid on behalf of the company/ joint venture/consortium is duly authorized to do so. ***(Take note: this requirement is not applicable to sole proprietors.)***
  - l) Bid shall be filled or written black ink and signed by a person duly authorized to sign on behalf of the bidder.
  - m) Bidder shall initial all pages of the Bid document and annexures.
  - n) Bid is written in English language.
  - o) All documents that requires certification should be certified by the Namibian Police
  - p) **Failure to adhere to all the requirements will lead to automatic disqualification**

## 7. Submission of Proposals

- a) Bidding process shall be by means of one envelop system. Meaning, the bidders shall enclose TWO bidding documents (namely; Technical & financial Proposals) in a single sealed

envelope, duly marking them with the procurement Reference Number: CS/RP/OTRC-02/2024/2025.

- b) Both the Technical 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: Friday, 20 December 2024, before 10h00**, at Otjozondjupa Regional Council, 22 Henk Willems Street: Office Park, Block B, Ground Floor (Administration), Otjiwarongo.  
Proposals should not be forwarded by electronic mail.

## 8. Deciding Award of Contract

- a) The Bidder shall be responsible for preparing effective, clear, and concise proposals.
- b) The proposals shall be evaluated in three 3 phases namely; Eligibility, Technical, 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 60% as per the following criteria:

<b>A=Previous Relevant Experience of the Consultant for the Assignment ( 20% )</b>	
Specific experience of the consultant to the assignment of rehabilitation and/or construction of sewer reticulation	Less than 5 Years of experience (10 %)
	Between 5 to 10 Years of experience ( 15% )
	More than 10 Years of experience (20 %)
<b>B = Qualification of the Consultant (25 %)</b>	
Highest Civil trade qualification obtained	NQF level 10 (10 %)
	NQF level 9 (9 %)
	NQF level 8 (8 %)
	NQF level 7 ( 7% )
	NQF level 6 (6 %)
	NQF level 5 and below (5 %)
Registration with the Engineering Council of Namibia (ECN) as Engineer.	15 %
<b>C = Methodology Proposed (15 %)</b>	
Supervision Methodology	Proposed methodology corresponding to Terms of Reference (5 %)
Work plan	Proposed Work plan and duration (in weeks or days) corresponding to Terms of Reference (10 %)
<b>A+B+C = 60 %</b>	
Only Bids that have passed with a minimum Technical Score of 30% and above shall have their prices evaluated.	

c) Financial proposals will be evaluated on the basis of a maximum of 40% using the following formula to determine the financial score for proposal:

$$FS = F_m/F \times 40\%$$

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

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

$$TS + FS$$

The bidder scoring the highest percentage shall be 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**

Otjozondjupa Regional Council reserves the right:

- (a) to accept or reject any quotation; or
- (b) 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 3 months. You should base your financial proposal on the scope of the services. The bidder 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 bidder 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 finalize the agreement within this period.

## **12. Commencement date of Assignment**

You will be expected to take up/commence with the assignment in 7 days, after the acceptance letter is received or submitted.

## **13. Tax Liability**

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the Otjozondjupa Regional Council 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).

**14. Insurance**

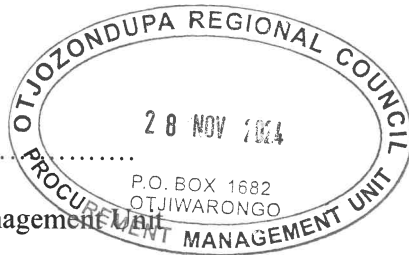
The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.

15. The Otjozondjupa 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

Otjzondjupa 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 physically, socially, economically, and environmentally. Okamatapati Settlement is one of the proclaimed settlements under the jurisdiction of Otjzondjupa Regional Council, faced with a challenge/problem of blocked sewer lines. The existing sewer lines were constructed in the early 1980's and they are starting to wear out. For the past few years, the Council has been receiving complains of blockage of the said sewer line causing overflowing of sewer water in most parts of the settlement. The public and private infrastructure in the settlement are: Clinic, Primary School, Police station with accommodation to mention a few. Furthermore, the settlement is faced with a challenge of most manholes around the settlement are dilapidated (no covers or structure is damaged) causing the line to be vulnerable to blockage anytime.

Thus, Otjzondjupa Regional Council intends to rehabilitate the sewer line in Okamatapati Settlement and provide the possible solution to remedy the sewer blockage in the settlement.

### Objective

- To Rehabilitate the sewer line in Okamatapati Settlement,
- To improve the sewer system/ network in Okamatapati Settlement.

### Part 2. The Services

Otjzondjupa Regional Council is seeking for an experienced Consultant to design, document and supervise the rehabilitation of the sewer line.

The successful Consulting Company is expected to:

1. Design the sewer line for rehabilitation
2. Develop a bidding document to source contractors
3. Determine the estimated cost breakdown for the Rehabilitation of the sewer line at Okamatapati Settlement.
4. Provide technical inputs to the rehabilitation work.
5. Supervise the rehabilitation work.

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

Otjzondjupa Regional Council shall provide information as required by the consultant to enable him/her to perform the assignment successfully. Also, the Council will further be responsible to mobilise the community of Okamatapati Settlement to cooperate during the said exercise.

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

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

Work should be completed within 3 months after signing of contract, unless extended with the approval of the Otjozondjupa Regional Council.

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

- i) The Consultant shall include in the 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 9 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 Namibia 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**

- i) The Consultant is expected to submit a detailed proposal of description of the manner in which they would plan to execute the work, accompanied by drawing/maps.
- ii) The Consultant is also expected to submit a bidding document to the client for the rehabilitation of Sewer lines at Okamatapati Settlement.

#### **Part 6. Institutional Arrangements**

Ms Hilma I Kalumbu, 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**

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



### **Part 8. Sub – Consultants**

- i) If a sub – consultant is used by the Consultant, or 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 service to the satisfaction of the client.
- ii) The fees for the sub-consultants should also form part of the financial proposal.
- iii) The Otjzondjupa 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:

- i) Standard Request for Proposal
- ii) Letter of Invitation
- iii) Annexure 1: terms of Reference
- iv) Annexure 2: Supplementary Information for Consultants
- v) Annexure 3: Draft Contract under which service will be performed
- vi) Annexure 4: Data Sheets, Returnable documents, Normal Services and Additional Information
- vii) Consultant’s Technical & financial Proposal (after negotiations and agreement thereof)
- viii) Fees payable will be based on the Lump Sum submitted for each stage and the payment schedule submitted by the Consultant and approved by Otjzondjupa Regional Council.

### **Part 10. Drawings**

Drawing and information necessary for the assignment shall be issued to the successful consultant at the signing of the contract.

## 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
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 (1) original and one (1) 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROVISION OF CONSULTANCY SERVICES FOR THE CONSTRUCTION OF SERVICES INFRASTRUCTURE (SEWER REHABILITATION) IN OKAMATAPATI 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 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: *Day/Month/Year*: \_\_\_\_\_

*[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:** \_\_\_\_\_

1. Consultant's Cost	Consultant's Rate (in Namibian Dollars)	Working Hours	Total Cost (in Namibian Dollars)
	N\$ _____	_____	N\$ _____
		Sub-Total (Remuneration)	N\$ _____

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

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

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

<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, portorage 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))**

Date.....

**Procurement Ref: No. CS/RP/OTRC-02/2024/25**

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_  
*[insert date of signing]*

Corporate Seal (where appropriate)

*[Note\*: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid or a dully authorized assigned member/partner of that close corporation]*



# Republic of Namibia

**Ministry of Labour, Industrial Relations and Employment Creation**

**Witten undertaking in terms of section 138 of the Labour Act, 2007 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**

.....

**PUBLIC ENTITY NAME**

**AND**

.....

**CONSULTANT NAME**

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**THIS SERVICE CONTRACT** entered into this [.....*Date*], between the [Otjozondjupa Regional Council] [hereinafter called the "Public Entity"] and [.....*Consultant name*] (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 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 [.....*insert no of days/months/years*], 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 (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 *[insert no. of days]* 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 *[.....insert no. of days]* 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 : P.O. Box 1682  
Physical Address : Otjozondjupa Regional Council (Head Office), 22 Henk Willems Street  
Town : Otjiwarongo  
Contract Number : 067 303 702  
Facsimile : 067 302 760

**FOR THE CONSULTANT**

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

**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**

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

**Witness 1 :** \_\_\_\_\_

**Witness 2:** \_\_\_\_\_

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

**FOR THE CONSULTANT**

**Signature** \_\_\_\_\_

**Witness 1:** \_\_\_\_\_

**Witness 2:** \_\_\_\_\_

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

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