



PROCUREMENT MANAGEMENT UNIT for the Municipality of Henties Bay

RREQUEST FOR PROPOSAL FOR:

PROVISION OF CONSULTANCY SERVICES: ENGINEERING CONSULTANCY FOR
VARIOUS MUNICIPAL AMENITIES ON *ad hoc* BASIS FOR THE PERIOD OF TWO
FINANCIAL YEARS - FOR THE MUNICIPALITY OF HENTIES BAY

PROCUREMENT REFERENCE NUMBER: SC/RP/HBM-06/2024

Closing date & Time: 05 September 2024 @ 11H00

PARTICULARS OF BIDDER

Business Name : _____

Postal Address: _____

Telephone No: _____

Cell No.: _____

Fax No.: _____

Contact Person: _____

E-Mail Address: _____

VAT Registration No: _____

Price: N\$300.00

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/HBM-06/2024**. The inner and outer of the envelopes shall bear the Bidder's name and address, to be deposited in the Bid Box at the Municipality of Henties Bay, C/o Nicky Iyambo Ave & Jakkalsputz Rd, on or before the 05 September 2024 @ 11H00.

TABLE OF CONTENTS

PARTICULARS OF BIDDER	1
LETTER OF INVITATION	3
TERMS OF REFERENCE	8
SUPPLEMENTARY INFORMATION FOR CONSULTANTS	16
BID SUBMISSION FORM	17
CONSULTANCY SERVICE CONTRACT	23
ARTICLE IX	28
ARTICLE XIV	31

REQUEST FOR PROPOSAL

LETTER OF INVITATION

26 July 2024

Dear Sir/ madam

PROCUREMENT REFERENCE NUMBER: SC/RP/HBM-06/2024

SUBJECT: PROVISION OF CONSULTANCY SERVICES FOR: PLANNING, DESIGN AND DOCUMENTATION OF VARIOUS MUNICIPAL SERVICES ON AD HOC BASIS FOR THE PERIOD OF TWO FINANCIAL YEARS - FOR THE MUNICIPALITY OF HENTIES BAY

1. You are hereby invited to submit technical and financial proposals for provision of Engineering Consultancy services on **ad hoc** basis for the period of two financial years for the Municipality of Henties Bay. Such proposals may form the basis for future negotiations and ultimately, a contract between you and the Municipality of Henties Bay. The detailed scope of services are outlined in annexure 1 below.
2. The following documents are enclosed to enable you to submit your proposal:
 - (a) The Terms of Reference (TOR) [Annexure 1];
 - (b) Supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 2]; and
 - (c) a sample format of the Service Contract under which the service will be performed [Annexure 3]
3. Any request for be forwarded in clarification should writing to the Municipality of Henties Bay, Procurement Management Unit, E-mail: procurement@hbaymun.com.na or contact Ms. R. Jossop Telephone at +264 64 502 000.
4. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.

5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

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

6. Eligibility

- (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- (d) Consultants must be registered with Association of Consulting Engineers in Namibia.
- (e) Project Engineers must be registered with the Engineering Council of Namibia.
- (f) Other documents to be attached are:
 - i. have a valid company Registration Certificate;
 - ii. have an original or certified copy of a valid good Standing Tax Certificate;
 - iii. have an original or certified copy valid good Standing Social Security Certificate;
 - iv. have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
 - v. Submit signed Bid-securing Declaration;
 - vi. Completion certificates or proof similar works from previous clients.
 - vii. Initial all pages of the documents and attachments

7. Submission of Proposals

Consultants shall enclose the Technical Proposal and Financial Proposal in Two Separate Sealed Envelopes clearly marked as such, and with the Procurement Reference Number SC/RP/HBM-06/2024". Each envelope shall include TWO Bidding documents

duly marked as "Original" and "Copy". Both envelopes for TECHNICAL and FINANCIAL shall be put in one outer envelope which shall bear the Consultants' name, address and procurement reference number SC/RP/HBM-06/2024" to be deposited as follows:

Date:	Thursday, 05 September 2024
Address:	Bid Submission Box, located at the Municipality of Henties Bay head office, C/o Nicky Iyambo Ave & Jakkalsputz Rd, Reception area
Time:	11h00

Electronic proposals will not be accepted.

8. Deciding Award of Contract

The proposal (Technical) will be evaluated by the committee on the basis of all requirements specified in this document. Only those Consultants that meet the requirements stipulated in this document shall be considered for the assignment.

Negotiations will start with the lowest evaluated bid that meets the requirements specified in the document. If negotiation is not successful, negotiation will start with the next cheapest Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

9. Rights a Public Entity

- (a) Please note that the Municipality of Henties Bay 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) Further, please note that the Municipality of Henties Bay can select more than one but not more than three (3) consultants under this contract and request for financial proposals *ad hoc*. Preference, however, will be given to the most responsive bidder.

10. Duration of Assignment

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

11. Validity of Proposal

You are requested to hold your proposal valid for **120** days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Municipality of Henties Bay will make its best efforts to finalize the agreement within this period.

12. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded within the proposed validity period, the consultant shall be expected to take up/commence the assignment in fifteen 15 days from the date of signing of the agreement.

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 Municipality of Henties Bay 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. Confirmation of Invitation to submit proposal

- (a) The Consultants wishing to submit their technical and financial proposals should submit in writing their intent to do so on or before **23rd August 2024**.
- (b) All bid clarifications/ Notices to bidders will only be communicated to bidders who complies with item 15(a) above.
- (c) All clarifications/ Notices to bidders should be submitted as part of mandatory documentations.
- (d) Depending on the number of bids submitted and in compliance with section 35 of the Public Procurement Act (Act 15 of 2015), the Municipality of Henties Bay has the right to select limited bidders for evaluations. Preference will be given to bidders with offices in Henties Bay and Swakopmund.
- (e) Office fitness certificate issued after the date of advertising of this bid will not be considered for evaluations of this bid.

16. The Municipality of Henties Bay would like to thank you for considering this invitation for submission of proposals.

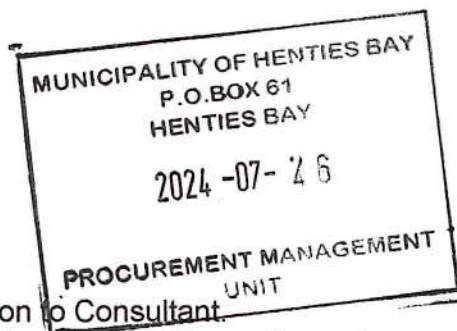
Yours faithfully,



Ms. M. Nghivalwa
Head of PMU

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

1. PROJECT BACKGROUND

The Municipality of Henties Bay invites bids from professional Engineering firms to provide ad hoc engineering services for the period of two financial years. The engineering expertise in following areas are required amongst others:

- Water & Sewerage design
- Pump stations (Water & Sewerage)
- Roads design & material specification
- Stormwater design
- Structural Engineering (limited to buildings)
- Sewerage treatment plant design and optimisations.

Multidisciplinary Consulting firm offering above services as its core business will be advantage.

The Municipality further expected that the successful bidder will have the necessary expertise, experience, capabilities and knowledge in the areas and no sub consultancy will be considered during execution to avoid management burden on the Council.

The successful bidder is further expected to commence rendering such services to the Henties Bay Municipality as soon as practical upon award and signing of agreement.

2. THE SERVICES

2.1 Description of Service

Henties Bay Municipality will require the successful bidder to provide professional engineering services on ad hoc basis for the period of two financial years. The Consultant shall perform all necessary work with respect to this agreement, which will include but will not be limited to tasks shown below:

- a) Planning & preliminary designs.
- b) Detailed design & Costing.
- c) Documentation, specifications & design drawings.

- d) Acting as Client representative on private developments where applicable and upon request in writing by the Client.
- e) Provide professional Engineering advise where required.
- f) Provide professional training and development to Client's representatives on request.
- g) Construction supervision.
- h) Pump station optimisation and maintenance planning
- i) Any other related services upon request in writing by the Client during contract period.

2.2 SUBMISSION INSTRUCTIONS

Henties Bay Municipality requires two (2) printed sets clearly marked one (1) "**original**" and one (1) "**copy**" of your documents supporting the criteria as stated above and the Council reserves the right to make further copies as needed for internal use only.

3. Facilities to be provided by the Council

The Municipality of Henties Bay will take responsibility of the following during the projects phases but not limited to:

- a) Ensure that suitable management arrangements are made for the project
- b) Select & appoint a competent and resourced Main or Sub Contractor.
- c) Notify the relevant enforcing authority of certain projects (notifiable).
- d) Ensure sufficient time and resources are allowed for all stages of the project.
- e) Provide the pre-construction information to the engineers and contractors.
- f) Contractor training - Ensure the necessary information, instruction and training is received and appropriate supervision is provided to comply with the relevant construction regulations.
- g) Ensure that there is co-operation and co-ordination between the Client's Employees / Beneficiaries and Contractors with the Project Contractors where the client's work activities overlap with the construction work and to enable others to perform their duties.

4. CONTRACT DURATION AND FEES

- a) The term of contract will be for the period of two financial years; however, the services will be only as required on ad hoc basis during the contract period as need arises.
- b) The fees for consultancy services will be payable for each ad hoc service upon completion of such services. The Consultant will be requested to submit specific quotation for each ad hoc serviced required, the fees provided on such quotations shall be in line with this agreement including technical and financial proposals submitted by the consultant. **All fees will further be in accordance with the Government Gazette No 5014/15 August 2013.**

5. Evaluation Criteria and Weighting

5.1. Eligibility Criteria

To be eligible to participate in this bidding exercise, the proposal shall be accompanied by the followings mandatory document as stipulated in the Public Procurement Act, 2015 (Act No. 15 of 2015) and further detailed under item 5.2 below:

5.2. Assessing Criteria

i. Technical Proposal Evaluation Criterion

This Section complements the Instructions to Bidders. It contains the criteria that the Municipality of Henties Bay will use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria but the one indicated here shall be used during evaluation.

Evaluation Methodology

Evaluation is going to be conducted by an ad hoc Bid Evaluation Committee (BEC) accordance to the following criteria as stated in table 1, and 2, in two phases.

Phase 1: Mandatory Documents (Eligibility Criteria)

The eligibility criteria will be assessed based on a Yes or No. All bidders that pass with Yes in all the required documents as stated in table 1, will proceed to the next phase (phase 2 - technical evaluation)

Table 1: Mandatory Requirements

Document Description	Indicate Yes/No
1. Submitted a valid certified copy duly certified by a Commissioner of Oaths of the Company Registration Certificate or Registration of defensive name if applicable issued by the Ministry of Industrialization, Trade and SME development or BIPA	
2. Submitted duly certified copies of identification documents (IDs) of the shareholders or members of the trustee as certified by a Commissioner of Oaths;	
3. Submitted a valid original or copy certified by a Commissioner of Oaths of a Good Standing Tax Certificate from the Receiver of Revenue	
4. Submitted a valid original or copy certified by a Commissioner of Oaths of a Good Standing Certificate from Social Security Commission;	
5.Submitted a valid certified copy by a Commissioner of Oaths of an Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;	
6. Submitted a written undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, wage determinations, and Award, where applicable will abide to General Conditions of Contract if it is awarded the Contract or part thereof	
7. Submitted a duly certified copy of a valid certificate of fitness in terms of the provisions of General Health Regulations as amended for carrying out business/trade in any Municipal areas. original duly certified by a Commissioner of Oaths as issued by the Ministry of Industrialization, Trade and SME Development	

8. Submitted a duly completed and signed Bid Securing Declaration form	
9. Submitted duly completed, initialed and signed intent to enter into a Joint Venture Agreement (if applicable)	
10. 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.	
11. 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.	
12. Consultants must be registered with Association of Consulting Engineers in Namibia.	
13. Project Engineers must be registered with the Engineering Council of Namibia (For All Engineering Disciplines).	
14. Bid validity period 120 days Confirmation	
15. Initial all pages of the documents and attachments.	
16. All copies attached are duly certified by the commissioner of Oath.	
17. The Consultant submitted notice of intent to participate in bidding process on or before 23rd August 2024	

Phase 2: Technical Evaluation

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated based on a maximum of 70 marks for Technical Proposals and 30 marks for financial proposals. Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration. However, depending on the number of bidders, only top scoring five (5) consultants might be considered for further evaluation (financial evaluations)

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

The Consultants Technical proposal will be evaluated as follows:

Table 2: Mandatory Requirements

TECHNICAL EVALUATION CRITERIA (FOR OFFICIAL USE ONLY)			
Item	Score	Sub-Total	Total
1.Experience of Project Head/Lead Engineer			[10]
1.1. Experience on at least two completed Municipal services project in Coastal towns with testimonials from Town Engineers or design reports as proof will be required.	10	10	
1.2. Experience on at least one completed Municipal services project in Coastal towns with testimonials from Town Engineers or design reports as proof will be required.	5		
1.2. No Experience or no proof of any completed Municipal services project in Coastal towns.	0		
2. Project Planning and execution			[15]
2.1. comprehensive and detailed technical proposal clearly outlining approach and methodologies with all steps of project planning and execution indicated. Approach incorporates challenges that might be encountered within the Henties bay local authority area and how such challenges will be addressed. Technical Proposal should also clearly indicate the project team and detailed work breakdown structures for the various municipal services to be provided in the technical proposal.	15	15	
2.2. average technical approach, with minimum understanding and details of possible challenges and approached to address such challenges.	10		
2.3. generic technical proposal, with no clear understanding of Henties Bay local authority area	5		
2.4. Incomplete technical approach, with no clear understanding of Henties Bay local authority area	0		
3. Capacity of the Consultant- Staff Complement			[10]
3.1. Organisational Structure supported by signed CVs, proof of qualifications. (social security registration and Consultants written statements will be considered) Multidisciplinary services will be required thus marks will be allocated according to following engineering disciplines: <ul style="list-style-type: none"> Two registered Civil Engineering One registered Electrical engineer One registered Mechanical Engineer NB: No marks will be allocated to bidders who are not fully complaint	10	10	

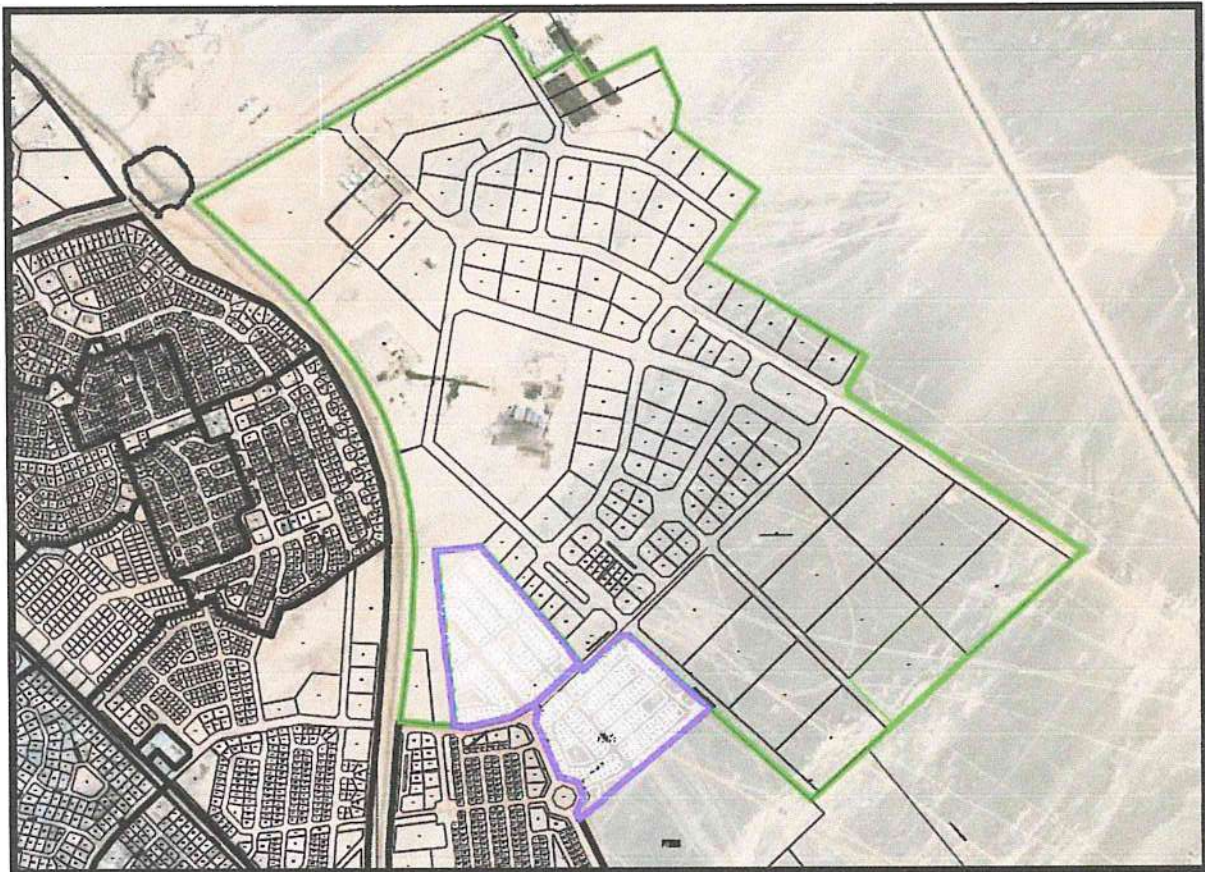
4. Overall Experience of the entity (Comparable projects/experience)			[25]
<p>4.1. Provide details of current projects your current or previous consultancy agreements with municipalities, including the projects completed under these agreements. This should cover project values, construction periods, challenges encountered with contractors, and how these challenges were addressed.</p> <p>Highlight the experience of your project team in municipal services, including managing private developers, project management, and contract administration, as these will be considered added advantages.</p> <p>Include detailed work breakdown structures for the various municipal services to be provided in the technical proposal. The proposal should also demonstrate how previous experiences will be utilized to address future challenges, with a particular emphasis on projects for the Henties Bay Municipality under this contract.</p> <p>The Consultants' overall experience in all areas of municipal amenities will be considered. Minimum of two consultancy service agreements combined with experience approach and methodologies will be given full marks.</p> <p>Reference Letters and Contact Details: Include reference letters and contact details for previously completed works. For electrical projects, only those completed in the Erongo region will be considered, and at least one project should have a reference letter from Erongored.</p>	25	25	
4.2. Averaged experience as detailed in item 4.1 above	20		
4.3. Minimum experience as detailed under item 4.1 above	10		
4.4. Work experience proposal not detailed, does not address the requirements.	0		
5. Consultants capacity to design, design AID & Skills transfer			[5]
The Consultant must provide detailed methodologies, applicable design aids, and demonstrate the capacity to design various municipal services. Training and development of municipal officials, as part of skills transfer, will also be considered in the evaluation.	5	5	
6. Location of bidder's office			[5]
6.1. Consultant with office in Henties Bay	5	5	
6.2. Consultant with office within 100 km radius from Henties Bay	2.5		
6.2. Consultant with office outside 100 km radius from Henties Bay	0		
Total Marks	70		[70]

6. Deliverables

The Consultant is expected to provide professional Engineering services on an ad hoc basis during the contract period. The following projects are earmarked to be delivered during the contract period. The consultants' technical and financial proposals should therefore entail the following projects, it is further worth stating that the scope of works is dependent on budget and financial constraints, therefore not limited to the below three extensions:

Projects: Planning & design of Municipal services for the following extensions.

- Extension 8,9 & 10 highlighted below.



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 (5) 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 clearly showing the breakdown of each item being costed. (Form F- 4)
- 3. The proposals shall be submitted in one original and one copy (no electronic format copy is required.)

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.

BID SUBMISSION FORM

From: _____ To: _____

PROVISION OF CONSULTANCY SERVICES: FOR PLANNING, DESIGN AND DOCUMENTATION OF VARIOUS MUNICIPAL SERVICES ON AD HOC BASIS FOR THE PERIOD OF TWO FINANCIAL YEARS - FOR THE MUNICIPALITY OF HENTIES BAY

I/We _____ herewith enclose Technical and Financial Proposals for selection as Consultant for the Municipality of Henties Bay.

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.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained.]

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.]

Languages:

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

Certification:

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

Date: _____

Signature

Full name of Consultant: _____

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING 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	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
-----------------	-------------------------------	----------------	-----------------------------

--	--	--	--

Sub-Total (Remuneration) _____

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room charge	Subsistence	Total	Days

(b) Air fare _____

(c) Lump Sum Miscellaneous Expenses⁴ : _____

Sub-Total (Out-of-Pocket) _____

Contingency Charges: _____

Total Estimate: _____

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, portorage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.



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. EMPLOYERS 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.*

Annexure 3

CONTRACT No.**SC/RP/HBM-06/2024**

CONSULTANCY SERVICE CONTRACT

BETWEEN

THE MUNICIPALITY OF HENTIES BAY

AND

TABLE OF CONTENTS

	Page
Preamble.....	3
Article I Scope of Services.....	15
Article II Commencement of Services and Duration of Contract	15
Article III Duties of the Consultant.....	16
Article IV Payment for the Services.....	17
Article V Confidentiality and Ownership of Documents.....	17
Article VI Assignment and Sub-Contracting	17
Article VII Liability of the Consultant.....	18
Article VIII Force Majeure.....	18
Article IX Termination of Contract	19
Article X Dispute Settlement.....	19
Article XI Modification or Amendment.....	20
Article XII Effective Date.....	20
Article XIII Channel of Communications and Notices.....	21
Article XIV Governing Law.....	22
ANNEX I Terms of Reference	
ANNEX II Contract Amount and Method of Payment	

THIS SERVICE CONTRACT entered into this [date: _____], between the
The Municipality of Henties Bay [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 on [_____] 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 *the period of two financial years*, beginning on the date of commencement of the Services, and ending not later than **30 June 2026**.

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 : _____

Physical Address : _____

Facsimile : _____

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.

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment