



**PROCUREMENT MANAGEMENT UNIT
For The
Municipality of Henties Bay**

**REQUEST FOR PROPOSALS FOR: PROVISION OF TOWN PLANNING SERVICES
TO THE MUNICIPALITY OF HENTIES BAY FOR A PERIOD OF THREE (3) YEARS
ON A NEEDS REQUEST BASIS.**

PROCUREMENT REFERENCE NUMBER SC/RP/HBM-05/2024

Closing date & Time: Tuesday the 08 October 2024 at 15H00

PARTICULARS OF BIDDER

Business Name : _____

Postal Address: _____

Telephone No: _____

Cell No.: _____

Fax No.: _____

Contact Person: _____

E-Mail Address: _____

VAT Registration No: _____

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-05/2024. 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 Nickey Iyambo Ave & Jakkalsputz Rd, on or before the 8th October 2024 at 15H00.

REQUEST FOR PROPOSAL

LETTER OF INVITATION

Dear Sir/ madam

SUBJECT: PROVISION OF PROFESSIONAL TOWN PLANNING SERVICES TO THE MUNICIPALITY OF HENTIES BAY FOR A PERIOD OF THREE (3) YEARS ON A NEEDS REQUEST BASIS.

The Municipal Council of Henties Bay hereby invites Town and Regional Planners registered with the Namibian Board of Town and Regional Planners to submit technical and financial proposals for the provision of town planning services on a need request basis only for a period of three (3) years which proposals could form the basis for future negotiations and ultimately, a contract between you and the Municipality of Henties Bay.

Purpose of the Assignment

In order for Council to adhere to the Urban & Regional Planning Act, 2018 (Act 5 of 2018) in properly administering the spatial development planning of the town, the Municipality of Henties Bay is bound to compile its new five-yearly town planning amendment scheme and sporadically do the transactions as prescribed in the Ordinances mentioned above.

The purpose of this sealed quotation is therefore to provide an *ad hoc* consultancy service for the compilation of the five-yearly town planning amendment scheme for the period 2024 to 2026 and subsequent other matters to the Urban & Regional Planning Board during the mentioned period on an *ad hoc* basis, if any.

The Municipality has during the current five-yearly town planning amendment scheme established various new townships Henties Bay Ext 15, 16, 17, 18 and Omdel Ext 8 which are not yet included in the Town Planning Amendment Zoning Scheme.

1. Any request for clarification should be forwarded in writing to the Municipality of Henties Bay, Mr. Gift Sinyepe, P.O. Box 61 Henties Bay, and Telephone No. +264 (0) 502 000 or email at planning@hbaymun.com.na . Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.
2. 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.

3. 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.

4. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in two separate envelopes, namely Technical and Financial proposal, and should follow the form given

in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited on or before:

Monday, 8th October 2024 at 15H00 in the Bid Box at the Municipality of Henties Bay, Erf 1513, Henties Bay Ext 7 situated on the C/o Nickey Iyambo Ave & Jakkalsputz Roads,

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

5. Deciding Award of Contract

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

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

6. Rights of a Municipality of Henties Bay

(a) Please note that:

- (i) The Municipality of Henties Bay is not bound to select any of the consultants submitting proposals.
- (ii) 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.

- (iii) The Municipality of Henties Bay will do at least three reference checks on relevant projects in terms of quality of works, financial and time management aspects of the consultant.
- (iv) Consultants are therefore required to submitted complete previous experience master plans with relevant reports that they have compiled in the past for consideration during evaluation.

7. Duration of Assignment

- The consultancy service shall be for a period of three (3) years only.
- The Consultant shall submit a detailed program of works outlining the various stages of compiling the next five-yearly town planning amendment zoning scheme and the activities as part of their technical Report. The Consultant should base their financial proposal based on the promulgated tariffs (Gazetted) for town and regional planners. Any Preliminaries and General (Per Diem) costs shall be to the discretion of the Consultant.

8. Validity of Proposal

The Consultant are requested to hold the 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.

9. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded in 120 days of proposed validity period, you will be expected to take up/commence with the assignment within 7 (seven) days after the letter of Acceptance and stand still period.

10. Tax Liability

Please note that the consultancy fees payable from this contract shall be subject to normal tax liability in the Republic of Namibia.

11. 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.

12. Confirmation of Invitation to submit proposal

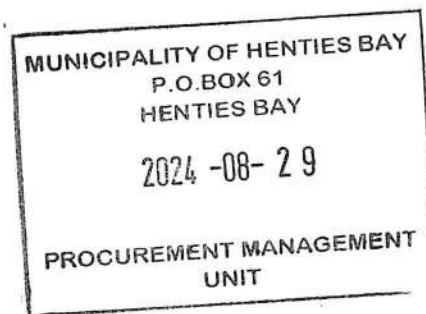
Not applicable

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

Yours faithfully,



Ms. Martha Nghivalwa
Head of 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

1. PROJECT BACKGROUND

The Henties Bay Town Planning Amendment Zoning Scheme No 15 promulgated under General Notice 114 of 2019 lapses at the end of 2024, rendering all requirements under the scheme illegal.

The purpose for this sealed quotation is thus to obtain professional town and regional planning services in compiling the next town planning amendment scheme for the period 2024 to 2028.

2. THE SERVICES

2.1 Description of Service

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. Compilation of the five-yearly Henties Bay Town Planning Amendment Zoning Scheme for the period 2024 to 2028;
- b. Periodically for a period of three (3) years provide town planning consultancy services to the Council of the Municipality of Henties Bay, including but not limited to:
 - (i) The subdivision, consolidation and rezoning of properties on request by Council;
 - (ii) Advise Council on any land matters which may arise; and
 - (iii) Represent Council in any disputed cases pertaining to land matters.

2.2 Submission of Documentation

The Consultant should note that when compiling the required Town Planning Amendment Zoning Scheme or any other amendment scheme or any other town planning matter, such shall be first submitted for comments prior to approval.

The Consultant's key personnel shall be readily available for meetings with the Client.

2.3 Phases and timing

The consultant shall commence with the works as soon as possible and without delay, after the letter of acceptance has been received, and must submit his program for the completion of the design and documentation within 7 days.

2.4 Responsibilities

2.4.1 Training

Client may identify staff for training if needed on the project at no extra cost. The required training will be limited to detailed submissions writing on land issues and should not affect the project progress.

2.4.2 Staff

The Consultant shall include in his Proposal a detailed schedule of staff and time. All staff shall be named, relevant CV's included, and shall be registered with the Council and Board of Town & Regional Planners.

2.5 Technology and Location

Headquarters Backup

It is assumed that the Consultant will have full headquarters backup at all times.

2.6 Administration

2.6.1 Programme

The consultant must include in his technical proposal a detailed programme for the execution of his duties, providing a breakdown of the various project phases and activities. The Consultant should indicate a minimum of three (3) milestones on his/her programme.

2.6.2 Reporting

The Consultant shall submit a draft report/town planning amendment Zoning scheme, before the final report/scheme are compiled.

During the design/compilation stage monthly progress meetings will be held. The Consultant will be responsible to minute and distribute minutes of such meetings.

2.7 Agreement

The documents forming the Consultancy Agreement shall be:

- a) Standard Request for Proposal
- b) Letter of Invitation
- c) Annexure 1: Terms of Reference.
- d) Annexure 2: Supplementary Information to Consultant.
- e) Annexure 3: Draft contract under which service will be performed.
- f) Annexure 4: Data Sheets, Returnable Documents, Normal Services, and Additional Information
- g) Consultant's Technical & Financial Proposal (after negotiations and agreement thereof)
- h) Fees payable will be based on the Lump Sum submitted for each stage and the payment schedule submitted by the Consultant and approved by the Council.
- i) The Municipality of Henties Bay as Client will not accept Joint Ventures of Consulting firms. One main consultant with sub-consultants will be acceptable.

2.8 Sub-Consultants

If a sub-consultant is used by the Consultant and 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.

2.9 Drawings

All final documents shall be submitted to the Client in electronically format (CD), preferable PDF and Word format together with four paper sets after approval by the Minister of Urban and Rural Development, inclusive of the General Notice as gazetted.

3. [C10] PERSONNEL, EQUIPMENT, FACILITIES AND SERVICES OF OTHERS TO BE PROVIDED BY THE CLIENT

Not Applicable

4. REMUNERATION AND PAYMENT

The Consultant shall include in his Financial Proposal a Lump Sum Fee of his services, as well as a staff-time and disbursement breakdown of such fees. 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 as promulgated in the Gazette. A schedule showing staff-time and disbursement breakdown shall be submitted by the Consultant in his Financial Proposal, and shall be used as basis 'unit rates' for Additional and Exceptional Services, should these arise. Additional services shall in all cases be instructed in writing by the Client.

5. BIDDING PROCESS & EVALUATION

The bidding process will be done strictly in accordance with the Public Procurement Act, 2015.

- (a) Bidding process shall be by means of one envelope system. Both the Technical Proposal and Financial Proposal must be submitted on the closing date for invitation for bids as stipulated in this Terms of Reference.
- (b) Both the Technical Proposal and Financial Proposal will be opened at the close of invitation for bids and the names and prices read out.
- (c) The proposals will be evaluated on the basis of a maximum of 70 marks/points for Technical Proposals and 30 marks/points for the overall Financial Proposals as follows:

5.1 Mandatory Requirements

To be eligible to participate in this bid exercise, the following documentary evidence is required;

- An Original valid good standing tax certificate
- An Original valid good standing social security certificate
- A Valid Company Registration Document
- A valid Affirmative Action Compliance Certificate
- Certificate of Registration with Namibia Council of Town & Regional Planner and Namibia Institute of Town & Regional Planners.

The proposals will be evaluated on the basis of a maximum of 70 marks/points for Technical Proposals and 30 marks/points for the overall financial proposals as follows

5.2 Technical Points

Priority	Name of criteria	Score
1	Expertise and Experience	10
	a) Experience of Key personnel (Cvs and qualifications) b) Experience of overall staff compliment (Organogram and CVs to be attached). Town Planning Zoning Schemes & Urban Structure Plan <i>Compilation of a Town Planning Zoning Schemes & Urban Structure Plan for any Local Authority, number of years of experience of individuals and company to be considered.</i>	15
2	Proposed approach, timeframe and deliverables	10
	a) Technical proposal (approach) b) Time frame (program of works with detailed activities) <i>Detailed activities and propose time for each statutory activity to be considered. Physical Site visits is very critical; therefore, approach is this regard to be considered.</i>	10
3	Comparable Projects a) Provide references for previous comparable projects <i>Two (2) projects completed by the Consultant to be considered (10 points for each project)</i>	20
4	Active Office <i>Availability of proposed team (fulltime vs part time)</i>	5
I	Total technical points (1+2+3+4)	70

5.2 Financial points

The cost estimate of this bid will be determined by the market price. The market shall be determined by the average price of the qualifying bids (Technical evaluation).

Range of bids

Bids that fall within a range of below or above 15 % of the Market price including VAT will be adjudicated.

Price points will be calculated for each qualifying bidder in accordance with the following formulae

$$Ps = (Pc/Pn) \times 100$$

Ps=The price score

Pc=Bid price of the lowest qualifying bidder

Pn=Bid Price under Consideration

The price score will contribute 30 Point of the total.

- (d) The proposals will be evaluated on the basis of a maximum of 70 marks/points for Technical Proposals and 30 marks/points for the overall financial proposals as follows:

Technical Component	70 Points
<ul style="list-style-type: none">Proposed Approach and Methodology, Timeframe and DeliverablesExpertise and experience of key personnelComparable Projects	<ul style="list-style-type: none">20 Points20 Points30 points
Financial Component	30 Points
Period of validity	120 days

6. CONTACT INFORMATION

Ms. M.Nghivalwa

Head of Procurement Management Unit

Tel: 064 – 502 000

Email: Exec.Building.Inspector@hbaymun.com.na Or Procurement@hbaymun.com.na

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:
 - (a) Technical Proposals
 - (i) Bid submission form (Form F-1)
 - (ii) Bid Securing declaration
 - (iii) Clearly outlined work program
 - (iv) Written confirmation authorizing the signatories
 - (v) Curriculum Vitae of Consultant (Form F-2).
 - (vi) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
 - (vii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
 - (viii) A description of the manner in which the Consultant would plan to execute the work.
 - (ix) 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 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.

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 CONSULTING SERVICES FOR: TOWN PLANNING MATTERS IN
TERMS OF THE URBAN & REGIONAL PLANNING ACT, 2018 (ACT 5 OF 2018) 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: _____

FORM F-3**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	Gazetted Rate (in currency)	Working Hours	Total Cost (in currency)
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_____	_____	_____	_____
-------	-------	-------	-------

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, portage 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. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

THE MUNICIPALITY OF HENTIES BAY

AND

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THIS SERVICE CONTRACT entered into this _____, between the Municipality of Henties Bay [hereinafter called the "Municipality of Henties Bay"] and _____ (hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS the Municipality of Henties Bay 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 Term 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 (seven) days after signing 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 times limits established under the Terms of Reference (annex I) or indicated by the Municipality of Henties Bay.

- 2.2 The Services shall be for a period of three (3) years, beginning on the date of commencement of the Services, and ending not later than three (3) 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, organization and responsibility, and in a manner acceptable to the Municipality of Henties Bay.
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the Municipality of Henties Bay 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 Municipality of Henties Bay in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Municipality of Henties Bay in accordance with the Terms of Reference and at such intervals as the Municipality of Henties Bay 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 Municipality of Henties Bay 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 Municipality of Henties Bay shall, as necessary, assist the Consultant in obtaining such visas and/or permits, if needed.

ARTICLE IV
PAYMENT FOR THE SERVICES

- 4.1 The Municipality of Henties Bay 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 Municipality of Henties Bay.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Municipality of Henties Bay under the Contract shall belong to and remain the property of the Municipality of Henties Bay. 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 Municipality of Henties Bay, 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 Municipality of Henties Bay may, upon giving not less than *[21. 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 Municipality of Henties Bay may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Municipality of Henties Bay to do so, provided that the Consultant shall in that event be given a notice of not less than *[21. of days]* days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Municipality of Henties Bay 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 Municipality of Henties Bay 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 Municipality of Henties Bay 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 Municipality of Henties Bay 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 Municipality of Henties Bay shall be the Accounting Officer of the Municipality of Henties Bay.
- 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 MUNICIPALITY OF HENTIES BAY

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 MUNICIPALITY OF HENTIES BAY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment

DATA SHEETS AND RETURNABLE DOCUMENTS

CERTIFICATE OF BIDDERS' ATTENDANCE OF THE TENDER MEETING.

This is to certify that I _____

representing (Company) _____

Have attended the Tender Meeting on (date) _____

I have carefully studied the Terms of Reference.

I have made myself familiar with all local conditions likely to influence my services and the cost thereof.

DATE : _____

AS WITNESS : _____

SIGNATURE OF BIDDER

This is to certify that the Bidder whose signature appears on this certificate attended the bidding Meeting.

on (date) _____

DATE : _____

AS WITNESS : _____

STRATEGIC EXECUTIVE
OR REPRESENTATIVE

BIDDER'S FAMILIARITY WITH DOCUMENTS

This is to certify that I : _____

representing the bidder: _____
examined these 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

SIGNING AUTHORITY

In the cases where the Bidder is a Company, Corporation or Firm, the person whose signature appears below must be duly authorised to do so, whether by Articles of Association, Resolution, Power of Attorney or otherwise.

I/We, the undersigned am/are authorized to enter into the Contract on behalf of:

by virtue of _____

dated _____ a certified copy of which is attached to the Tender.

AS WITNESSES:

1. _____

SIGNATURE OF BIDDER

2. _____

DATE