



**PROCUREMENT MANAGEMENT UNIT  
FOR THE  
MUNICIPALITY OF HENTIES BAY**

**REQUEST FOR PROPOSAL FOR:**

Provision of Consultancy Services for the Preparation and Compilation of General Valuation, Interim and Ad-hoc Valuation of All Rateable Immoveable Properties in the Local Authority Area of Henties Bay

**PROCUREMENT REFERENCE NUMBER: SC/RP/HBM-02/2024**

**Closing date & Time: 8<sup>th</sup> 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-02/2024**. 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 8<sup>th</sup> October 2024 at 15H00.

## **Request for Proposal**

### **LETTER OF INVITATION**

Dear Sir/Madam,

**Subject: Provision of Consultancy Services for the Preparation and Compilation of General, Interim and Ad-hoc Valuation of All Rateable Immoveable Properties in the Local Authority Area of Henties Bay.**

1. You are hereby invited to submit technical and financial proposals for the valuation of rateable properties within the local authority area of Henties Bay; which could form the basis for future negotiations and ultimately, a contract between you and the Henties Bay Municipality.
2. The purpose of this assignment is to:
  - (a) value all rateable unimproved and improved immoveable properties in the local authority area of Henties Bay;
  - (b) prepare and compile a General Valuation Roll of all rateable unimproved and improved immoveable properties within the local authority area of Henties Bay;
  - (c) prepare and compile an Interim and Ad-hoc Valuation of all rateable unimproved and improved immoveable properties within the local authority area of Henties Bay when necessary and so requested in writing;
  - (d) attend Valuation Court hearings (when necessary)
  - (e) revalue any rateable unimproved and improved immoveable property in and around Henties Bay if so, directed by the valuation court in terms of section 70(6)(b)(iv) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended;
  - (f) revalue any rateable unimproved and improved immoveable property or any property whose conditions of the deed title is amended through rezonings
  - (g) make amendments to the provisional valuation roll as it may be necessary and as requested.
3. 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]
4. Any request for clarification should be forwarded in writing to the Municipality of Henties Bay, P O Box 61 Henties Bay for the attention Procurement Management Unit **Email** [procurement@hbaymun.com.na](mailto:procurement@hbaymun.com.na) (for administrative enquiries). The 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](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) 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.

#### 7. 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 format given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before **Tuesday, 8<sup>th</sup> October 2024 in the Bid Box located at the** Henties Bay Municipality, Erf 1513 C/O Jakkalsputz Road and Nickey Iyambo Avenue **not later than 15H00. Proposals should not be forwarded by electronic mail.**

#### 8. 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 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.

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.

## **9. Rights of Henties Bay Municipality (Public Entity)**

- (a) Please note that the Henties Bay Municipality 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.

## **10. Duration of Assignment**

It is estimated that the maximum duration of the assignment shall be for a period of **three (3) Months**. The Consultant shall however submit detailed works program with all envisaged activities as part of his/her Technical Proposal.

The Consultants financial proposal should be based on the consultants proposed programme works, 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 Henties Bay Municipality 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 in 120 days of proposed validity period, you will be expected to take up/commence with the assignment in 7 (seven) days of letter of Acceptance and stand still period.

## **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 Henties Bay Municipality shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to:

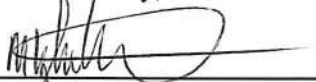
- (a) payments to the Consultant in connection with carrying out this assignment;
- (b) equipment, materials and supplies brought into Namibia for the purpose of carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants). and
- (c) property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

**14. Insurance**

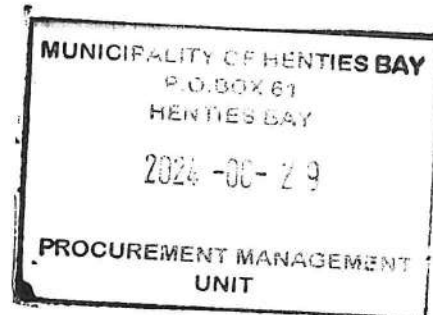
The Consultant shall bear the costs of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.

15. The Henties Bay Municipality 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**

### **Part 1. Background**

Section 66(1) of the Local Authorities Act, 1992 (Act No. 23 of 1992) as amended dictates that a local authority council may, by notice in the Gazette, declare that a general valuation of all rateable properties situated within its area be held with effect from a date determined and made known by the local authority council in the notice.

The Municipal Council of Henties Bay is therefore desirous to appoint a qualified Valuer who shall be responsible to carry out a fair valuation on all rateable and non-rateable properties within the jurisdiction of Omaruru as well as the preparation of the Provisional Valuation Roll and interim valuations (when required) in order to keep up to date values of property in Omaruru

It is noteworthy that throughout the current valuation period (2024-2028), no interim valuation was carried out in order to cater for any improvements, additions, rezoning and subdivision undertaken or where errors were discovered at the at the five-yearly valuation roll

### **Part 2. The Services**

The Consultant shall perform all necessary work with respect to this agreement, which will include but will not be limited to tasks shown below, also contained and detailed in the consultant's technical proposal.

The key areas outlined below shall form the basis of services that is required by Council as per the Local Authority Act of 1992 (Act 23 of 1992) Section 66 during the contracted period.

#### **2.1 Property Valuations**

The successful Valuer shall be expected to carry out a general valuation by inspecting and verifying each and every property in Henties Bay Municipal area, updating and collecting information in order to establish a fair value of the property on the following zonings amongst other as may be provided by the applicable Town Planning Zoning Scheme:

- a) Single Residential
- b) General Residential
- c) Life style Residential
- d) Rural Residential
- e) General Business
- f) Educational

- g) Institutional
- h) Cemetery
- i) Government
- j) General industrial
- k) Light industrial
- l) Local Authority
- m) Private open space
- n) Public Open space
- o) Agricultural
- p) Special
- q) Local Business
- r) Light Industrial

A general valuation will be carried out on all ratable properties situated within the local Authority area of Henties Bay. The list below indicates the existing Townships, however, all properties outside of the below townships but with the local authority area should also be valued:

<b>Township</b>	<b>Number of Erven</b>	<b>Township</b>	<b>Number of Erven</b>
Omdel Extension 1	203	Henties Baai Ext. 2	158
Omdel Extension 2	386	Henties Baai Ext. 3 (existing & proposed)	342
Omdel Extension 3	326	Henties Baai Ext. 4	236
Omdel Extension 4	220	Henties Baai Ext. 6	407
Omdel Extension 5	362	Henties Baai Ext. 7	46
Omdel Extension 6	175	Henties Baai Ext. 8	32
Omdel Extension 7	327	Henties Baai Ext. 9	131
Omdel	280	Henties Baai Ext.10	262
Omdel Ext 8	212	Henties Baai Ext.11	331
Omdel Ext 10	215	Henties Baai Ext.12	304
(X20) 25 hectares portions (undetermined)		Henties Baai Ext.13	102
		Henties Baai Ext 18	253
		Henties Baai Proper	175
		Henties Baai Extension 1	349
		Henties Baai Extension 14	112
		Henties Baai Ext 15 & 16	364
<b>TOTAL</b>	<b>2 726</b>		<b>3604</b>

## **2.2 General Valuation Roll**

A provisional valuation roll is expected to be completed within a period of two (2) months. Information contained in the valuation roll shall indicate but not limited to the following;

- a) The description of every rateable property in terms of erf number
- b) The name of property owner
- c) Size of property
- d) Value of land, value of improvements, total value of the property,
- e) Zoning
- f) Development Status
- g) Title Deed No

On completion of the contract, the Valuer is expected to provide six (6) sets of hard copies of valuation rolls, Valuation cards and an electronic format in MS Excel Spreadsheet.

## **2.3 Interim Valuations (On Request by the Local Authority)**

Section 66 (3) of the Local Authorities Act (Act 23 of 1992) as amended makes provision for an interim valuation of any rateable property and non rateable property in any local authority to be carried out on a date during any period of the five years referred in subsection (2) as may be determined by the local authority Council as its own motion or when directed by the Minister by notice in writing to a local authority council.

Interim Valuation is an assessment on rateable property values of new developments or alterations (additions/demolition) to the existing buildings during the five year period after a general valuation roll was approved by a local magistrate.

Interim valuations will be quoted separately within the five year contracted period as the need arises and will be carried out by the successful consultant of this proposal.

## **2.4 Valuation Court Hearings**

The successful consultant will be required to attend the valuation court hearing upon the deadline of the inspection of the valuation roll. The Contract Valuer shall appear before the Valuation Court and shall submit, motivate and defend valuations made by him/her, giving special attention to those valuations objected against.

In the event that an appeal is lodged whether by the employer or any person or party against the whole or any part or parts of the decision of the valuation court, the Contracted Valuer shall keep himself available to act in terms of clause 12 in respect of such appeal and every subsequent appeal.



## 2.5 EVALUATION OF BIDS

### 2.5.1 **Mandatory Requirements**

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

- (i) have a valid company Registration Certificate;
- (ii) have an original valid good Standing Tax Certificate;
- (iii) have an original 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) An 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, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

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

### 2.5.2 *Technical Points*

Priority	Name of criteria	Score
1	<b>Expertise and Experience</b>	10
	a) Experience of Key personnel (Cvs and qualifications) b) Experience of overall staff compliment (Organogram and CVs to be attached). Valuation of rateable and non rateable properties <i>Compilation of a General Valuation Roll for any Local Authority, number of years of experience of individuals and company to be considered.</i>	15
2	<b>Proposed approach, timeframe and deliverables</b>	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 valuation is very critical; therefore, approach is this regard to be considered.</i>	10
3	<b>Comparable Projects</b> 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	<b>Active Office</b> <i>Availability of proposed team (fulltime vs part time)</i>	5

<b>I</b>	<b>Total technical points (1+2+3+4)</b>	<b>70</b>

#### 2.5.2 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

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

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

**Ps**=The financial score

**Pc**=Bid price of the lowest qualifying bidder

**Pn**=Bid Price under Consideration

The price score will contribute 30 Point of the total.

### 2.6 Bid Conditions

2.6.1 All information provided to or gathered by the Valuer for the purpose of performing his or her functions as a Valuer, and all calculations made and all records, plans and forms generated by him or her in the performance of those functions, whether such information, calculations, records, plans or forms are kept in written form or stored in the form of data on a computer or any other mechanical or electronic device, shall be and remain the property of the Local Authority Council.

2.6.2 Each bid document should be initialed and all relevant pages should be signed.

2.6.3 The bidder is responsible for his/her own field sheets, valuation cards and any other materials required.

2.6.4 The Procurement Committee of the Henties Bay Municipality does not bind itself to accept the lowest or any other bid.

2.6.5 The Valuer shall be responsible over the correctness and accuracy of work done by data collectors under his/her control. The frequency of personal inspections by the Valuer shall depend on the correctness and accuracy found in the work of every individual data collector.

2.6.6 The Contracted Valuer shall take reasonable care to ensure his/her safety and that of his/her personnel during the duration of the project.

- 2.6.7 The bid price shall include all financial expenses that will enable the successful completion of the project and the bid price shall include VAT and presented in Namibian Dollars.
- 2.6.8 The Council reserves the right to increase or scale down the scope of work after consultation with the successful bidder.
- 2.6.9 A progress report on the activities must be submitted to the office on a weekly basis, certifying that the work is still progressing according to timeframes and whether delays are experienced and which corrective procedures are envisaged.
- 2.6.10 The existing property records must physically be updated i.e. site visit for inspection and verification.
- 2.6.11 It is expected that documentary proof of all requirements are provided in order to substantiate the ability of your consultant.

### **Part 3. Facilities to be provided by the Henties Bay Municipality**

Existing General Valuation, Valuation score cards & Interim valuation roll.

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

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

The duration of this assignment to compile a valuation roll is for a period of three (3) months or for the contract period agreed upon the signing of the agreement in accordance to clause 10 (Duration of Assignment) of this document)

#### **(b) 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. 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.

Payment shall be in accordance with an agreed payment schedule on a monthly basis. The Consultant shall provide a proposed payment schedule in his financial proposal. However, 50% of the fees will only be paid on the final approval of the valuation court hearing and should there be an objection or appeal, only 40% will be paid and the remaining 10% will be paid upon finalization of the objection/appeal.

NB! No advance payment will be made for any reason whatsoever should the valuation not be approved by the Court the Valuer will be expected to redo the process from scratch at their own costs.

### **Part 5. Deliverables**

- Six (6) sets of General Valuation Roll
- Electronic MS Excel Spreadsheet
- Valuation Cards (both in soft and hard copy)

## **PART 6. SUBMISSION OF BIDS**

Interested parties should submit detailed technical and financial proposals complete with all relevant information and in a sealed envelope to the address stated below;

Closing date            Tuesday, 8<sup>th</sup> October 2024 @ 15h00

Delivery address

Henties Bay Municipality  
c/o Nicky Iyambo Ave & Jakkalsputz Rd,  
P.O. Box 16  
Henties Bay,

***NB! The envelopes should be clearly marked with the description of the bid as well as the procurement number***

**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 programme
    - (iv) Written confirmation authorizing the signatories
    - (v) shall comprise Curriculum Vitae of Consultant (Form F-2).
    - (vi) An outline of recent experience on assignments/ projects of similar nature (Form F-3)
    - (vii) Minimum two reference letters from Local authorities and/or other financial institutions for which similar jobs were conducted.
    - (viii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
    - (ix) A description of the manner in which the Consultant would plan to execute the work.
  - (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 photocopied copy.

**Contract Negotiations**

1. The aim of the negotiations is to reach an agreement on all points with the Consultant and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of Consultant's proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and reporting schedule.
2. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

**Review of reports**

1. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.



**BID SUBMISSION FORM**

From: \_\_\_\_\_ To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HIRING OF CONSULTING SERVICES FOR: PREPARATION AND COMPILATION  
OF GENERAL VALUATION, INTERIM AND AD-HOC VALUATION OF ALL  
RATEABLE IMMOVEABLE PROPERTIES IN THE LOCAL AUTHORITY AREA 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. 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:

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 Services<sup>1</sup>****Remuneration:**

<b>Consultant Name</b>	<b>Monthly Rate (in currency)</b>	<b>Working Months</b>	<b>Total Cost (in currency)</b>
_____	_____	_____	_____

Sub-Total (Remuneration) \_\_\_\_\_

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

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

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**

**HENTIES BAY MUNICIPALITY**

**AND**

---

*[INSERT CONSULTANT NAME]*

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**THIS SERVICE CONTRACT** entered into this \_\_\_\_\_ *[date]*, between the  
Henties Bay Municipality and  
\_\_\_\_\_ *[insert consultants name]*  
(hereinafter called the "Consultant").

**WITNESS THAT:**

**WHEREAS** the Henties Bay Municipality 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 Henties Bay Municipality.

- 2.2 The Services shall be for *[3 months]*, beginning on the date of commencement of the Services, and ending not later than *[March 2025]*.

**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 Henties Bay Municipality
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the Henties Bay Municipality 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 Henties Bay Municipality in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Henties Bay Municipality in accordance with the Terms of Reference and at such intervals as the Henties Bay Municipality 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 Henties Bay Municipality 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 Henties Bay Municipality shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

#### **ARTICLE IV**

#### **PAYMENT FOR THE SERVICES**

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

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

**FOR THE CONSULTANT**

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

**ARTICLE XIV**

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 HENTIES BAY MUNICIPALITY**

\_\_\_\_\_

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

**FOR THE CONSULTANT**

\_\_\_\_\_

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment