



REPUBLIC OF NAMIBIA



OSHIKOTO REGIONAL COUNCIL

REQUEST FOR PROPOSAL FOR THE PROVISION OF CONSULTANCY SERVICES TO OSHIKOTO REGIONAL COUNCIL FOR THE PERIOD 2024/2025-2026/2027 FINANCIAL YEARS (36 MONTHS PERIOD)

Procurement reference No: SC/RP/ORC-02/2023

Company Name:

Contact Details: Tel:.....

Fax:.....

Cell:

Email:.....

Price: N\$300.00

NB! Please submit one Bid Document per Specialization.

Prepare by:

The Head

Procurement Management Unit

P. O. Box 19247

Oshikoto Regional Council

OMUTHIYA

Tel: +264 65 – 244800

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Table of Contents

SECTION 1. LETTER OF INVITATION	3
SECTION 2. TERMS OF REFERENCE	7
SECTION 3. SUPPLEMENTARY INFORMATION FOR CONSULTANTS	17
SECTION 4. FORMS	18
SECTION 5. CONTRACTS	25



REPUBLIC OF NAMIBIA
OSHIKOTO REGIONAL COUNCIL



SECTION 1. LETTER OF INVITATION

Procurement Reference No: SC/RP/ORC-02/2023

Date: 22 December 2023

Dear Potential Bidder

Subject: Provision of Consultancy Services to Oshikoto Regional Council

1. You are hereby invited to submit a technical proposal for Consultancy Services required under ***“PROVISION OF CONSULTANCY SERVICES TO OSHIKOTO REGIONAL COUNCIL FOR THE PERIOD 2024/2025-2026/2027 FINANCIAL YEARS”*** which could form the basis for future negotiations and ultimately, a contract between you and the ***Oshikoto Regional Council***.

2. The purpose of this assignment is to:

Render Consultancy Services to Oshikoto Regional Council in the following Specializations:

Specialization	Tick area of specialization applying for:	
	Yes	No
a) Architectural Consultancy Services		
b) Town & Regional Planning Consultancy Services		
c) Quantity Surveying Consultancy Services		
d) Land Surveying Consultancy Services		
e) Environment Impact Assessment Services		
f) Electrical Engineering Consultancy Services		
g) Civil Engineering Consultancy Services		

3. The following documents are enclosed to enable you to submit your proposal:

- The Terms of Reference (TOR) [Annexure 1];
- Supplementary information for Consultants, including a suggested format of Curriculum Vitae [Annexure 2]; and
- 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 Public Entity; Oshikoto Regional Council, **Penda Ya Ndakolo Street, P. Box 19247, Omuthiya, +264 65 244800. Attention Ms Elizabeth K. Aimwata.** Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.

5. The Government of the Republic of Namibia requires that bidders/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. At least three completion certificates or proof similar works from previous clients.
 - vii. Initial all pages of the documents and attachments

7. Submission of Technical Proposal

The proposal from the consultants shall be submitted in sealed envelopes and should follow the form given in annexure 2 - "Supplementary Information for Consultants". **The proposals must be deposited into the bid box on or before Tuesday 20 February 2024 at 11:00am, Oshikoto Regional Council, Penda Ya Ndakolo Street, Omuthiya.**

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 of a Public Entity

(a) Please note that the Oshikoto Regional Council is not bound to select any of the Consultants submitting proposals.

(b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

10. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of **36 months**. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment.

11. Validity of Proposal

You are requested to hold your proposal valid for **180 days** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Oshikoto Regional Council 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 **March 2024**, you will be expected to take up/commence with the assignment immediately (7 days from the date of contract signing).

13. Tax Liability

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

14. Insurance

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

15. Confirmation of Invitation to submit proposal

We could appreciate if you would inform us by facsimile/e-mail:

- a) your acknowledgment of the receipt of this Letter of Invitation within five days; and
- b) Further indicate whether or not you will be submitting the proposal.

16. The Oshikoto Regional Council would like to thank you for considering this invitation for submission of proposal.

Yours Faithfully,



Head: Procurement Management Unit (PMU)

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed.

SECTION 2. TERMS OF REFERENCE

Part 1. Background

The government and in particular the Ministry of Urban and Rural Development through implementing agencies i.e Oshikoto Regional Council has made concerted effort to avail serviced land to the people of Namibia and Settlement Areas residents in particular.

Several government projects such as the Mass Housing Development, Mass Urban Land Servicing, Roads Infrastructure, Sewer, Water & Electrical Reticulations and other programs have necessitated the Central Government to continue to avail funds to Regional Councils to make sure that the delivery of these much needed services as contained in the HHP2, NDP5 and other Governmental Programs have been achieved.

To respond to this and as part of the Council Mandate, the Oshikoto Regional Council has been aggressive in servicing of land and ultimately in making sure that affordable houses are delivered to the residents. Therefore, it is against this background that the Oshikoto Regional Council would like to enter into a contractual agreement with a Multi-Disciplinary Engineering Consultant to play a vital role towards the implementation of these capital projects.

Part 2. The Services

The Consultant shall investigate, design and supervise the construction of the services infrastructure and administer the construction contract to ensure that:

- The construction contractors meets their obligations in terms of the construction contract,
- The requirements of the technical specifications are met,
- Measurements of quantities and the subsequent payments for executed and accepted work are accurate,
- The construction contract is executed according to programme.

Part 3. Facilities to be provided by the Oshikoto Regional Council during the contractual period

Oshikoto Regional Council 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 Consulting / Sub-Consulting Engineers.
- (c) Select & appoint a competent and resourced Main or Sub Contractor.
- (d) Notify the relevant enforcing authority of certain projects (notifiable).
- (e) Ensure sufficient time and resources are allowed for all stages of the project.
- (f) Provide the pre-construction information to the engineers and contractors.
- (g) Verify that suitable welfare facilities are in place prior to construction commencement.
- (h) Contractor training - Ensure the necessary information, instruction and training is received and appropriate supervision is provided to comply with the relevant construction regulations.
- (i) 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 the construction work and to enable others to perform their duties.
- (j) Subsequent to receipt of the Health and Safety file from the Consulting Engineer, maintain the information up to date and provide access to any person who needs to see it for Health and Safety purposes.

Part 4. Contract duration and fees

(a) Duration of initial contract

Bidding Process shall be by means of submission of an envelope marked and containing the Technical Proposal.

This request for proposal will run for 30 Working Days with the submission date being the **Tuesday 20 February 2024**. The documents will be deposited in the **Bid box at at the Oshikoto Regional Council offices at or before 11h00 am**.

The successful Bidder will be notified within 60 days after the closing date. Upon the appointment of the Consulting Engineer, the successful Bidder is expected to commence with work on **01 April 2024. The bid validity period is 180 days**.

(b) Payment

(i) Component 1 (Design Phase)

- Fees calculation should be as per the Government Gazette of the Republic of Namibia.
- Any possible discount should be clearly indicated in term of percentage.
- Discount percentage offered will be used through the contractual period should the scope of work increased or decreased at Client's desecration.
- The Client reserves the right to split the project in different/various contracts or discipline in race of time against possible capacity of Contractor in Consultation with Engineer. In case of contract separation, provided formula and discount offered (if there is any) shall be used and payment can be effected once instruction is given to proceed with work.
- No fright or any other disbursement cost (investigation, familiarization or confirmation of work) by engineer from other offices (e.g. Windhoek) will be paid separate during this stage. All other possible costs should be included in the proposal.

The following is deemed as design completed:

- Complete Design Report.
- Complete engineering drawings with all necessary information necessary to proceed to the construction bidding process.
- Submission of survey data that should include Image, DTM level, excel or svc format
- Layout Drawings, Details and other related drawings that might be useful during the construction stage both in Hard copies and soft copies (PDF and dwg format) to Oshikoto Regional Council.
- Final Schedule of Quantifies, Bill of Quantity and detailed cost estimates
- The cost of survey shall be included in this component.

(ii) Component 2 (Construction Stage)

This claim will depend on the available budgeted amount. Disbursement fees will be charged on presentation of relevant supporting documents

The supervision fees will be charged on the monthly basis upon the commencement of the construction.

Consulting Engineering Companies shall make provision for the following personnel on their team:

Project Manager(s): Registered Professional/Incorporated engineers (one for each discipline) with at least 10 years of similar experience.

Design Engineer(s): Registered Professional/Incorporated engineers with at least with 5 years of experience in similar projects .

Engineer's Representative: An engineer with at least 3 years' experience from a Consulting Company, with sufficient proven track record of Municipal Services.

The Project Manager/Design Engineer should visit the site(s) at least once a month and must ensure that the engineer's representative is performing and well supervised. Any loss to be incurred by Oshikoto Regional Council as a result of the Engineer's poor supervision or incompetency and or failing to advise the Client accordingly, will be deducted from the Consulting Engineers fees or claimed from their firm. Travelling and Disbarment costs must be communicated to the Client prior departure and must be approved prior.

5.0 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): (Please refer to Item 6, and table 1.)

5.2 Assessing Criteria

(i) Technical Proposal Evaluation Criterial

This Section complements the Instructions to Bidders. It contains the criteria that Oshikoto Regional Council 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)

Qualification and eligibility

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 certified copy of a valid original duly certified by a Commissioner of Oaths of a Good Standing Tax Certificate from the Receiver of Revenue;	
4. Submitted a valid original or certified copy of a valid original duly 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 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, wage determinations, and Award, where applicable and that it	

will abide to General Conditions of Contract if it is awarded the Contract or part thereof.	
7. Submitted an original valid SME certificate, or certified copy of a valid original duly certified by a Commissioner of Oaths as issued by the Ministry of Industrialisation, 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 3 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. Proof of at least three completion certificates or reference letters for similar works from previous clients.	
15. Curriculum Vitae's of the professional staff who will be performing the services.	
20. Bid validity period 180 days Confirmation	
21. Initial all pages of the documents and attachments.	
22. All copies attached are dully certified by the commissioner of Oath.	

Phase 2: Technical Evaluation

Bidders will be assessed against the technical evaluation criteria as stated in table 2 as per the weights stated therein. The total technical evaluation is out of 100%. The bidder must score 70% and above. **Bidders who fail to achieve the required minimum score of 70% will be deemed as “technically non-responsive”. Such bidders will be excluded from being considered for further evaluation.**

Selection Method: Quality Based Selection (The bidder must score 70% and above on technical evaluation).

Table 2: Technical Evaluation Criteria (For official use only)			
Item	Scores		
	Score	Sub Total	Total
1. Project Planning and Execution Approach			
1.1	All the steps of Project Planning and Execution Approach indicated, with all the necessary tasks as per best practice.	10	10
1.2.	Some of the Project Planning and Execution Approach indicated, without all the necessary tasks as per best practice.	5	
1.3	No Project Planning and Execution Approach indicated.	0	
2. Company’s Relevant Experience in Engineering and Project Managements			
2.1.	Authentic references of 6 or more Similar Assignments	40	40
2.2.	Authentic references of 5 Similar Assignments	30	
2.3	Authentic references of 4 Similar Assignments	20	
2.4.	Authentic references of 3 Similar Assignments	10	
2.5.	Authentic references of 2 Similar Assignments	5	
3. Qualification and Specific Experience of Key Personnel.			30

3.1. Academic Qualification - Provide certified copies of certificates			
3.1.1. Four or more Engineers with bachelor's degrees in Civil/Structural, Electrical Engineering, Architectural, Town & Regional Planning, Quantity Surveying, Land Surveying and Environment Impact Assessment Services.	20	20	
3.1.2. Two Engineer with bachelor's degree in engineering in Civil/Structural, Electrical Engineering, Architectural, Town & Regional Planning, Quantity Surveying, Land Surveying and Environment Impact Assessment Services.	10		
3.2. Fully Registered Engineers with Engineering Council of Namibia (ECN) – Provide proofs in the form of certified copies of registration certificate.			
3.2.1. Four or more Registered Engineers in Civil/Structural, Electrical Engineering, Architectural, Town & Regional Planning, Quantity Surveying, Land Surveying and Environment Impact Assessment Services.	10	10	
3.2.2. Two Registered Engineer in Civil/Structural, Electrical Engineering, Architectural, Town & Regional Planning, Quantity Surveying, Land Surveying and Environment Impact Assessment Services	5		
4. Required Tools and Equipment (Vehicles, GPS and software)			
4.1. Vehicles – proof of ownership or lease (for ownership, vehicle to be registered in company name or shareholder)			
4.1. Pick-up Site Supervision Vehicle on a company or shareholders name	5		
4.2. DigSilent simulation software or equivalent – provide certified copy of License agreement	10	20	
4.3. Autocad computer software or equivalent – provide proof of ownership, certified copy of License agreement.	5		
Total score Technical			100

The evaluation criteria are related to the following main criteria and sub – categories: -

a) Firm's general experience, reputation and experience in similar assignments

- experience in similar projects;
- experience in similar areas and conditions;
- capacity of consultants/office to carry out the assignment;
- Reference from clients, banks, etc.;
- Organization and management National and Local

b) Qualifications of Key Personnel

- General qualifications
- Education level
- Experience in similar assignments
- Specialization in water retaining structures
- Professional experience and status
- Training experience

c) Proposed methodology and works plan

- Understanding of the objectives of the assignment
- Responsiveness to the Terms of Reference
- Innovativeness
- Quality and clarity
- Technology
- Flexibility and adaptability
- Timeliness of out puts
- Reliability and sustainability
- Efficiency in transfer of skills.

d) Local Input

- Efficiency in resource utilization
- Cost efficiency
- Timeliness responsiveness

e) Ownership:

As per the objective of the Procurement Act of 2015, Section 2 (b).

5.0 Deliverables

The successful bidder is expected to deliver in all expected trades as described in clause 2.0 of this term of reference.

SECTION 3. SUPPLEMENTARY INFORMATION FOR CONSULTANTS

1. Proposal

Proposals should include the following information:

(a) Technical Proposal

- (i) Curriculum Vitae of Consultant (Form F-2).
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
- (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (iv) A description of the manner in which the Consultant would plan to execute the work.
- (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).

2. The proposal shall be submitted in one (1) Original and one (1) copy.

3. Negotiations

- (i) 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.
- (ii) Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

4. Review of reports

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

SECTION 4. FORMS
FORM F-1
BID SUBMISSION FORM

Date: _____

Bidder's Reference no: _____

Procurement Reference No: SC/RP/ORC-02/2023

To: **Oshikoto Regional Council**

Hiring of Consultancy Services for provision of Consulting Services to Oshikoto Regional Council.

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

I/we undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will observe the highest level of ethical conduct.

Yours Faithfully

Name: _____

In the capacity of: _____

Signature: _____

Duly Authorized

to sign on behalf

of: _____

Date: _____

Company seal: _____

FORM F-2

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: or attached next to this page.

Sl.No	Name of assignment	Name of Project	Owner or Sponsorin g agency	Cost of Project	Date of Commenceme nt	Date of Completion	Was the assignm ent satisfactoril y completed

FORM-4
BID SECURING DECLARATION
(Section 45 of Act) (Regulation 37(1)(b) an 37(5))

Date:

Procurement Ref No.: SC/RP/ORC-02/2023

To:

Oshikoto Regional Council

I/We* understand that in terms of section 45 of the Act a public entity must include in the bidding document the requirement for a declaration as an alternative form of bid security.

I/We* accept that under section 45 of the Act, I/we* may be suspended or disqualified in the event of

- (a) a modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;**
- (b) refusal by a bidder to accept a correction of an error appearing on the face of a bid;**
- (c) failure to sign a procurement contract in accordance with the terms and conditions set forth in the bidding document, should I/We* be successful bidder; or**
- (d) failure to provide security for the performance of the procurement contract if required to do so by the bidding document.**

I/We* understand this bid securing declaration ceases to be valid if I am/We are* not the successful Bidder.

Signed:

.....

Capacity of:

Duly authorized to sign the bid for and on behalf of:

Dated on _____ day of _____, _____

Corporate Seal (where appropriate)

[Note: In case of a joint venture, the bid securing declaration must be in the name of all partners to the joint venture that submits the bid.]*

FORM F-5



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

**Witten 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 owner/representative

ofhereby 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.

SECTION 5. CONTRACTS

CONTRACT No.....

CONSULTANCY SERVICE CONTRACT

BETWEEN

OSHIKOTO REGION COUNCIL

AND

[_____]

TABLE OF CONTENTS

	Page
Preamble	27
Article I Scope of Services.....	28
Article II Commencement of Services and Duration of Contract	28
Article III Duties of the Consultant.....	28
Article IV Payment for the Services	29
Article V Confidentiality and Ownership of Documents	29
Article VI Assignment and Sub-Contracting.....	30
Article VII Liability of the Consultant	30
Article VIII Force Majeure.....	31
Article IX Termination of Contract	31
Article X Dispute Settlement	32
Article XI Modification or Amendment	32
Article XII Effective Date.....	32
Article XIII Channel of Communications and Notices.....	33
Article XIV Governing Law	34
ANNEX I Terms of Reference	

THIS SERVICE CONTRACT entered into this day _____,
between the **Oshikoto Regional Council** [hereinafter called the "Public Entity"]

[_____]

And

[_____]

(hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS the Public Entity has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

WHEREAS the Consultant represents and affirms that he/she possesses the requisite experience, qualifications, capability and skill to perform the said services;

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I SCOPE OF SERVICES

- 1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as Annex I to the present Contract. The Terms of Reference shall form an integral part of this Contract.

ARTICLE II

COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

- 2.1 The Consultant shall commence the Services on ____/____/2024 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 36 Months, beginning on the date of contract commencement.

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 14 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 14 days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of Ninety (90) 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: _____

Date: _____

FOR OSHIKOTO REGIONAL COUNCIL FOR THE CONSULTANT
