

## REQUEST FOR PROPOSAL FOR

### PROVISION OF GEOTECHNICAL AND GEOLOGICAL SERVICES ASSOCIATED WITH THE DESIGN OF THE NEW PROPOSED RESERVOIR AT NAMWATER WATER SUPPLY SCHEME IN AROAB, !KARAS REGION

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**Procurement No: SC/RP/NW-002/2023**

Documents must be Posted or Delivered to:

**The Quotation/Bid Box**

**ATT: Procurement Management Unit ([bids@namwater.com.na](mailto:bids@namwater.com.na))**

Namibia Water Corporation Ltd.

Private Bag 13389

176 Iscor Street, Aigams Building

Windhoek

**Closing Date: Tuesday 31 May 2022 at 11h00 am**

**NO LATE BIDS WILL BE ACCEPTED!**

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

Dear Sir,

**Subject: Provision of Geotechnical and Geological Services Associated with the Design of the New Proposed Reservoir at NamWater Water Supply Scheme in Aroab, !Karas Region.**

1. You are hereby invited to submit technical and financial proposals for consultancy services required under the **Provision of Geotechnical and Geological Services Associated with the Design of the New Proposed Reservoir at NamWater Water Supply Scheme in Aroab, !Karas Region** for Namibia Water Corporation Ltd which could form the basis for future negotiations and ultimately, a contract between you and the Namibia Water Corporation Ltd.
2. The purpose of this assignment is to:
  - (a) Conduct a detailed geotechnical and geological investigation of the site;
  - (b) Compile a detailed report giving recommendations for the founding conditions of the proposed reservoir as well as instructions of any improvements required;
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 Procurement Management Unit at the following email address, [bids@namwater.com.na](mailto:bids@namwater.com.na). 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.
- (d) The following mandatory documentary evidence is required to accompany the Technical Proposal;
  - (i) have a valid certified copy of company Registration Certificate; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))**
  - (ii) Have an original or certified copy of a valid Good Standing Tax Certificate; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))**
  - (iii) Have an original or certified copy of a valid good Standing Social Security Certificate; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))**

Have a valid certified copy of Affirmative Action Compliance Certificate, or 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; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)).**

## **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 form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before: **Tuesday, 31 May 2022, The Quotation/Bid Box, Namibia Water Corporation Ltd, Private Bag 13389, 176 Iscor Street, Aigams Building, Windhoek.**

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 49 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.

**8.1. Table 1: Evaluation Criteria**

**i. Compulsory/Mandatory Documentation**

<b>ITEM</b>	<b>REQUIREMENT</b>	<b>CONFORM (YES/NO)</b>
1	Has the bidder submitted a valid certified (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), copy of <b>Company Registration Certificate</b> ;	
2	Has the bidder submitted a valid original or valid certified copy of an original, (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of <b>Good Standing Tax Certificate</b> ;	
3	Has the bidder submitted a valid original or valid certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of <b>Good Standing Social Security Certificate</b> ;	
4	Has the bidder submitted a valid certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of <b>Affirmative Action Compliance Certificate</b> , or 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;	
6	Has the Bidder submitted a detailed description of the approach to be followed?	
7	Has the Bidder submitted a list of tests that will be conducted and the equipment required?	
8	Has the Bidder submitted comprehensive CV's ( <b>use format provided under Form F – 2</b> ) of the Consulting team being offered?	
9	Has the Bidder submitted a list of previous geotechnical investigations compiled by the Consultant?	

10	Has the Bidder indicated the proposed laboratory that they intend to use?	
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**Failure to submit all required documents stipulated in Table 1, the bidder shall be deemed non-compliant, therefore disqualified and excluded from further evaluation and comparison.**

### Technical Evaluation

1	Relevant experience of the consultant related to the assignment	Number of projects successfully executed by Bidder	Number of projects	Scores		
	Relevant Experience (i.e. Geotechnical Investigations)	During the last five (5) years	≥ 5 projects	20%		
		3 – 4 projects	15%			
		1 - 2 projects	10%			
		0 projects	0%			
<b>SUB-TOTAL – CATEGORY 1</b>			<b>Maximum Score = 20%</b>			
2	Experience and Qualifications of Proposed Key Personnel and Experience and Capacity of Proposed Laboratory	Lead (Geotechnical) Engineer	Years of general engineering experience	≥ 10 years	10%	
				5 – 10 years	5%	
				< 5 years	0%	
			Years of experience in geotechnical investigation works	≥ 5 years	15%	
				2 – 5 years	10%	
				< 2 years	0%	
		Proposed Laboratory	Shall have a Degree in Civil Engineering	10%		
			Proof of Registration as a Professional Engineer with an accredited institution e.g. Engineering Council of Namibia (ECN)	15%		
		Proposed Laboratory	Years that the Laboratory has been established	≥ 3 years	15%	
				2 – 3 years	10%	
< 2 years	0%					
Has the right equipment to carry out the required tests and test for the parameters specified under the Terms of Reference.	15%					
<b>SUB TOTAL - CATEGORY 2</b>			<b>Maximum Score = 80%</b>			
<b>TOTAL</b>			<b>100%</b>			

**A Bidder who fails to achieve a score of less than 70% for Technical Evaluation will be deemed as "non-responsive" and will be excluded from being considered for further evaluation.**

## Financial Evaluation:

The following methodology will be used to evaluate the Bids:

Bidders financial offer shall be scored using the following formula:

$$P_s = 100\% \left( 1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

Where:

- $P_s$  = Pricing Score
- $P_t$  = Financial offer under consideration
- $P_{min}$  = Lowest financial offer

**Procurement contract will be awarded to the Bidder that scores highest during the financial evaluation grid and that is responsive and technically compliant.**

### 9. Rights a Public Entity

- (a) Please note that the NamWater 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 **five (5) calendar weeks**. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

### 11. Validity of Proposal

You are requested to hold your proposal valid for **90 days** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. NamWater 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 **5 weeks**, you will be expected to take up/commence with the assignment in **one (1) weeks** from 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; but the NamWater shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to:

- (a) payments to the Consultant in connection with carrying out this assignment;

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

**14. Insurance**

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

**15. Confirmation of Invitation to submit proposal**

We should appreciate if you would inform us by email:

- (a) your acknowledgment of the receipt of this Letter of Invitation within **3 days**; and
- (b) further indicate whether or not you will be submitting the proposal.

16. NamWater would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

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. Description

NamWater intends to appoint a Professional Geotechnical Engineer/Geologist or Firm (The Consultant), on a fixed cost basis, to provide geotechnical and geological services, associated with the design of the new reservoir at the NamWater Water Supply Scheme in Aroab, !Karas Region.

### 2. Description of the Proposed New Reservoir

The proposed new reservoir is a rectangular pressed steel reservoir which comprises of the following:

- i. Maximum height is 5.5m
- ii. The plan dimensions are 9x8 pressed steel panels, which translates to 11m wide and 10m long
- iii. The capacity is 500m<sup>3</sup>

The reservoir will be located within the NamWater Premises on the position as depicted in **Figure 1**. The investigation should include but not be limited to analysis below the natural ground level. The exact position of the reservoir will also be pointed out to the Consultant on site.





Figure 1 Aerial view of the Aroab NamWater Premises and Proposed Reservoir Location

### 3. Scope of Project

NamWater places no limitation on the scope of the geotechnical and geological foundation investigation work to be performed, and therefore does not prescribe the scope and methodology to be utilized by the Consulting firm. However, the investigation is not limited to, but should determine the following parameters:

- (i) Moisture Content;
- (ii) Shearing Strength of Soil;
- (iii) Grading (Including Hydrometer Test);
- (iv) Atterberg Limits;
- (v) CBR;
- (vi) Mod. AASHTO Compaction
- (vii) Safe bearing capacity of the soil with depth
- (viii) Safe bearing capacity of soil improvement

**The investigation shall include a Dynamic Cone Penetration Test (DCPT). The DPCT shall be limited to the following:**

- 1) A minimum of three (3) locations within the footprint of the reservoir;

- 2) Excavate to a minimum depth of three (3) meters and conduct the DPCT in the excavated hole.

However, the following information is required to demonstrate the scope of the work to be performed:

- a) A detailed description of the approach to be followed;
- b) Tests to be conducted;
- c) Detailed CV's of the Consulting team that will be assigned to the project and their roles;
- d) List of previous geotechnical investigations conducted by the Consultant.

#### **4. List of equipment required to carry out the tests are and not limited to:**

- 1) Mechanical soil compactors and molds
- 2) Soil compaction hammers
- 3) Relative compaction test sets
- 4) Relative density apparatus
- 5) Soil penetrometers
- 6) Plastic Limit rollers
- 7) Liquid Limit machines
- 8) Soil Grinders
- 9) Volumetric flasks
- 10) Soil density volumeter
- 11) Moisture testers

#### **5. Deliverables**

- a) Conduct a detailed geotechnical and geological investigation of the site
- b) The report shall give the progressive safe bearing capacity with depth and anticipate the safe bearing capacity after improvements are made.
- c) Compile a detailed report giving recommendations for foundation excavation depth of the proposed reservoir as well as instructions of any foundation improvements required.

#### **6. Appointment and Delivery Period**

- 1) The draft report of the geotechnical investigation of the reservoir site must be submitted to NamWater within a **three (3)-week period** after receipt of **Contract Signing** and the final report within **two (2) weeks** of the draft report.
- 2) A penalty of **1/14%** of the agreed fee will be **deducted per day** from the agreed fee for late delivery.

#### **7. Fees and Payment ff Fees:**

- 1) The Consultant is to submit a **firm and fixed offer** for the services required based on the information given.
- 2) The Consultant shall allow for **two one-hour meetings**, with design staff of NamWater, in his offer.

- 3) A breakdown of the offer shall be submitted, but payment for the services rendered will be done according to offered amount.
- 4) The Consultant is requested to include in his offer, hourly rates for any additional work, which may be required by NamWater. The cost of additional laboratory testing required by NamWater must be agreed in writing prior to the execution of the test.
- 5) **100%** of the payment of fees will be payable when all services are rendered and the NamWater is satisfied with the work.

## SUPPLEMENTARY INFORMATION FOR CONSULTANTS

### Proposals

1. Proposals should include the following information:
  - (a) Technical Proposals
    - (i) Curriculum Vitae of Consultant (Form F-2). **Copies of supporting documents (Professional Registration and Qualifications) should be certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).**
    - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
    - (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
    - (iv) A description of the manner in which the Consultant would plan to execute the work.
    - (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).
  - (b) Financial Proposals
2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and **1 copy**.

### Contract Negotiations

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

### Review of reports

1. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within **fourteen (14) days of receipt**.

**BID SUBMISSION FORM**

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

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

**Hiring of Consultant for Provide Geotechnical and Geological Services Associated with the Design of the New Proposed Reservoir at NamWater Water Supply Scheme in Aroab.**

I/We \_\_\_\_\_herewith enclose Technical and Financial Proposals for selection as Consultant for the **Namibia Water Corporation Ltd.**

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

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING  
LAST 5 YEARS**

1. Outline of recent experience on assignments of similar nature:

<b>Sl.No</b>	<b>Name of assignment</b>	<b>Name of Project</b>	<b>Owner or Sponsoring agency</b>	<b>Cost of Project</b>	<b>Date of Commencement</b>	<b>Date of Completion</b>	<b>Was assignment satisfactorily completed</b>

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)

**Cost Estimate of Services<sup>1</sup>**

**Remuneration:**

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

<sup>1</sup> Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

<sup>2</sup> Reimbursable at cost with supporting documents/receipts unless otherwise specified.

<sup>3</sup> Per Diem is fixed per calendar day and need not be supported by receipts.

<sup>4</sup> To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.



**TO BE COMPLETED WITH THE SUCCESSFUL BIDDER**

**Annexure 3**

**CONTRACT No. \_\_\_\_\_**

**CONSULTANCY SERVICE CONTRACT**

**BETWEEN**

*[INSERT PUBLIC ENTITY NAME]*

**AND**

*[INSERT CONSULTANT NAME]*

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**THIS SERVICE CONTRACT** entered into this *[date]*, between the *[insert public entity name]* [hereinafter called the "Public Entity"] and *[insert consultants name]* (hereinafter called the "Consultant").

**WITNESS THAT:**

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

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

**NOW THEREFORE** the parties hereto have agreed as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**

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

**ARTICLE II**  
**COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

2.1 The Consultant shall commence the Services on *[date]* upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.

2.2 The Services shall be for *[insert no of days/months/years]*, beginning on the date of commencement of the Services, and ending not later than *[insert completion date]*.

**ARTICLE III**  
**DUTIES OF THE CONSULTANT**

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;
  - (b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The

Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

**ARTICLE IV**  
**PAYMENT FOR THE SERVICES**

- 4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

**ARTICLE V**  
**CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

**ARTICLE VI**  
**ASSIGNMENT AND SUB-CONTRACTING**

- 6.1 Except with the prior written consent of the Public Entity, the Consultant shall not:

- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
- (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

**ARTICLE VII**  
**LIABILITY OF THE CONSULTANT**

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

**ARTICLE VIII**  
**FORCE MAJEURE**

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the

existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

**ARTICLE IX**  
**TERMINATION OF CONTRACT**

- 9.1 The Public Entity may, upon giving not less than *[insert no. of days]* days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than *[insert no. of days]* days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

**ARTICLE X**  
**DISPUTE SETTLEMENT**

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot

be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

**ARTICLE XI**  
**MODIFICATION OR AMENDMENT**

- 11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.
- 11.2 Notwithstanding the preceding paragraph, the Public Entity may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

**ARTICLE XII**  
**EFFECTIVE DATE**

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

**ARTICLE XIII**  
**CHANNEL OF COMMUNICATIONS AND NOTICE**

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by



hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

**FOR THE PUBLIC ENTITY**

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

**FOR THE CONSULTANT**

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

**ARTICLE XIV**

(i) Governing Law

14.1 This Contract shall be governed by, and construed in all respects in accordance with, the Laws of the Republic of Namibia.

**IN WITNESS WHEREOF** the parties hereto have caused the present Contract to be signed in their respective names in two original counterparts in English on the date first above written.

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

**FOR THE PUBLIC ENTITY**

\_\_\_\_\_

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

**FOR THE CONSULTANT**

\_\_\_\_\_

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment

**Procurement Reference No.: SC/RP/NW-002/2023**

<b>Description</b>	<b>Attached</b>	<b>Not Attached</b>
Valid company Registration Certificate Copy from <b>Ministry of Trade and Industry</b>		
Original valid good standing Tax Certificate from <b>Inland Revenue</b>		
Original valid good Standing Certificate from <b>Social Security Commission</b>		
Valid Affirmative Action Compliance Certificate, proof from <b>Employment Equity Commissioner</b> that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;		

**Note: All copies of documents should be certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).**