



**MINISTRY OF MINES AND ENERGY**

## **Request for Proposal**

**Issued on: 13 February 2023**

**for**

## **Selection of Consultant for**

**Provision of consultancy services for design, documentation, and supervision for the Renovations of MME Regional Offices and Staff Accommodation**

**Procurement Reference No: [SC/RP/15-02/2022]**

**Project: CONSULTING SERVICES**

**Client: Ministry of Mines and Energy**

## Section 1: Letter of Invitation

Procurement Reference No: SC/RP/15-02/2022

Date:

Name and Address of Consultant:

.....  
.....  
.....  
.....

Dear Sir/Madam

The Ministry of Mines and Energy invites proposals to provide the following consulting services (**Provision of consultancy services for design, documentation, and supervision for the Renovations of MME Regional Offices and Staff Accommodation.** More details on the services are provided in the Terms of Reference.

2. A firm will be selected under The Request for Proposal Method and procedures described in this RFP, in accordance with the policies and procedures for public procurement in the Republic of Namibia.

3. The RFP includes the following documents:

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Form of Contract

4. Please inform us in writing at the following address **Ministry of Mines and Energy**

**Private Bag 13297**

**Windhoek**

**6 Aviation Road**

**Eros Airport Road, upon receipt:**

- (a) that you received the Letter of Invitation; and
- (b) whether you will submit a proposal alone or in association.

Yours sincerely,

  
Nathaniel Musenge  
Procurement Head and Secretary to the Procurement Committee



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## Section 1. Instructions to Consultants

- Definitions** (a) “Client” means the Public Entity with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “**Data Sheet**” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) “Day” means calendar day.
- (f) “Government” means the government of the Republic of Namibia.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (i) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Namibia; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Namibia.
- (j) “Proposal” means the Technical Proposal and the Financial Proposal.
- (k) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants.
- (l) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (m) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.



- (n) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

**1. Introduction** 1.1 The Client named in the **Data Sheet** will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the Method of selection specified in the **Data Sheet**.

1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a preproposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional.

Consultants should contact the Client’s representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

**Conflict of Interest** 1.6 The Government of the Republic of Namibia requires that

Consultants provide professional, objective, and impartial advice and at all times hold the client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**Conflicting activities**

(i) A firm that has been engaged by the client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

**Conflicting assignments**

(ii) A Consultant (including its Personnel and SubConsultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

**Conflicting  
relationships**

(iii) A Consultant (including its Personnel and Sub-

Consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, shall not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair  
Advantage**

1.6.4 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and  
Corruption**

1.7 It is the policy of the Government of Namibia to require Public Entities, as well as consultants and their agents (whether declared or not), personnel, sub-contractors, sub-consultants, service providers and suppliers observe the highest standard of ethics during the selection and execution of contracts.<sup>1</sup> In pursuance of this policy, the Client:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party<sup>2</sup>;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation<sup>3</sup>;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party<sup>4</sup>;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly,

<sup>1</sup> In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper.

<sup>2</sup> “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes Public Entity staff and employees of other organizations taking or reviewing selection decisions.

<sup>3</sup> A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

<sup>4</sup> “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non-competitive levels.

any party or the property of the party to influence improperly the actions of a party<sup>5</sup>;

- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the Client’s investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the Client’s inspection and audit rights provided for under paragraph 1.7.1 below.
- (b) will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will sanction a firm or an individual at any time, in accordance with prevailing procedures, including by publicly declaring such firm or individual ineligible for a stated period of time: (i) to be awarded a public contract, and (ii) to be a nominated sub-consultant, sub-contractor, supplier, or service provider of an otherwise eligible firm being awarded a public contract.

1.7.1. In further pursuance of this policy, Consultants shall permit the Client to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the Client.

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<sup>5</sup> “Party” refers to a participant in the selection process or contract execution.



- Eligibility**
- 1.7.2 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
- 1.8 (a) A firm or individual that has been sanctioned by the Government of the Republic of Namibia in accordance with the above clause 1.7 shall be ineligible to be awarded a public contract, or benefit from a public contract during such period of time as determined by the Review Panel.
- (b) 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.
- (c) Proposal from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, InterAmerican Development Bank Group and World Bank Group shall be rejected.
- Links for checking the ineligibility lists are available on the Procurement Policy Unit's website:  
[www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit).
- Eligibility of Sub-Consultants**
- 1.9 (d) Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract and as outlined under section 66 – 68 of the Public procurement Act, 2015.
- In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility policy of the Client.

<b>Origin of Goods and Consulting Services</b>	1.10	<p>Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <ul style="list-style-type: none"> <li>(i) as a matter of law or official regulation, the Republic of Namibia prohibits commercial relations with that country; or</li> <li>(ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Republic of Namibia prohibits any imports of goods from that country or any payments to persons or entities in that country.</li> </ul>
<b>Only one Proposal</b>	1.11	<p>Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to only one proposal.</p>
<b>Proposal Validity</b>	1.12	<p>The <b>Data Sheet</b> indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. However should the need arise, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or, in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.</p>
<b>2. Clarification and Amendment of RFP Documents</b>	2.1	<p>Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the <b>Data Sheet</b> before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the <b>Data Sheet</b>. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.</p>

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or subconsultancy, it may associate with either (a) nonshortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with nonshortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
- (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.

For fixed-budget-based assignments, the available budget is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.

- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
- (d) Documents to be issued by the Consultants as part of this assignment must be in English. It is desirable that the firm's Personnel have a working knowledge of English.

**(e) Bid Security**

- (i) The Bidder shall either furnish as part of its bid, a Bid Security or subscribe to a Bid Securing Declaration in the Bid Submission Form **as specified in the BDS.**
- (ii) The Bid Securing Declaration shall be in the form of a signed subscription in the Bid Submission Form.
- (iii) The Bid Security shall be in the amount/percentage **specified in the BDS** and denominated in Namibian dollars, and shall:
  - (a) be issued by a commercial bank operating in Namibia.
  - (b) be substantially in accordance with the forms of Bid Security included in Section 3, Technical Proposal Standard Forms;
  - (c) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 3.3(e)(vi) are invoked;
  - (d) be submitted in its original form; copies will not be accepted;
  - (e) remain valid for a period of 30 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Clause 1.12;
- (iv) Any bid not accompanied by an enforceable and substantially compliant Bid Security or not containing a subscription to a Bid Securing Declaration in the Bid Submission Form, if required, in accordance with ITB 3.4(h), shall be rejected by the Purchaser as nonresponsive.
- (v) The Bid Security of unsuccessful bidders shall be returned as promptly as possible upon the successful Bidder signing of contract.
- (vi) The Bid Security shall be forfeited or the Bid Securing Declaration executed:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Technical Proposal Submission Form; or
  - (b) if a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or

- (c) if the successful Bidder fails to: sign the Contract in accordance with ITB 6.5;
- (i) The Bid Security or Bid-Securing Declaration of a Joint Venture (JV) must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security or Bid-Securing Declaration shall be in the names of all future partners as named in the Technical Proposal Submission Form mentioned in Section 3 “Technical Proposal Standard Forms,” when submitting in association.
- (ii) If a bid securing declaration is **required in the BDS**, and
  - (a) a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Technical Proposal Submission Form, except as provided in ITB 20.2;
  - (b) a Bidder refuses to accept a correction of an error appearing on the face of the Bid; or
  - (c) the successful Bidder fails to: sign the Contract in accordance with ITB 6.5;

the bidder may be disqualified by the Review Panel to be awarded a contract by any Public Entity for a period of time.

**Technical  
Proposal  
Format and  
Content**

- 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The **Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed nonresponsive. 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 Technical Proposal shall provide the information indicated in the following paragraphs from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (a) (i) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/  
Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the Client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the  
Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.

- (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
  - (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).
- (c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
- (ii) For the STP only: the description of the approach, Methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
- (g) For the FTP only: a detailed description of the proposed Methodology and staffing for training, if the **Data Sheet** specifies training as a specific component of the assignment.
- (h) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 3.3(e), as specified in the **Data Sheet**;

3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information may be declared non responsive.

#### **Financial Proposals**

- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Data Sheet**. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

#### **Taxes**

- 3.7 The Consultant, other than Namibian nationals, may be subject to local taxes (such as: value added tax, social charges or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the **Data Sheet** if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract.
- 3.8 Consultants, must express the price of their services in Namibia Dollars only.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

**4. Submission,  
Receipt, and  
Opening of  
Proposals**

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants, as **specified in the Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked “ORIGINAL”.
- 4.3 The Technical Proposal shall be marked “ORIGINAL” or “COPY” as appropriate. The Technical Proposals shall be sent to the addresses referred to in paragraph. 4.5 and in the number of copies indicated in the **Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection Method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by the Procurement reference number and the name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked “**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [*insert the time and date of the submission deadline indicated in the Data Sheet*]”. The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 4.5 The Proposals must be sent to the address/addresses indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the **Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- Evaluation of Technical Proposals**
- 5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.



**Public Opening  
and Evaluation of  
Financial  
Proposals (only  
for QCBS, FBS,  
and LCS)**

- 5.4 After the technical evaluation is completed the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of Financial Proposals is optional.
- 5.5 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who meet the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.
- 5.6 The Client will correct any computational error. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost. Prices shall indicated in Namibia Dollars
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial

(Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**:  $S = S_t \times T\% + S_f \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

**6. Negotiations** 6.1 Negotiations will be held on the date and at the address indicated in the **Data Sheet**. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

#### Technical

6.2

Negotiations will include a discussion of the Technical

#### negotiations

Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

**Financial negotiations**

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability in the Republic of Namibia, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In case of Quality and Cost Based Selection, Fixed-Budget Selection, or the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.

**Availability of Professional staff/experts**

- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and shall be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

**Conclusion of the negotiations**

- 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

**7. Award of Contract**

- 7.1 The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation.
- 7.2 For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short listed consultants of its decision.
- 7.3 For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award.
- 7.4 In the absence of an application for review by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant.
- 7.5 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit) and the Client's website, the results of the RFP process identifying the:
- (i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and
  - (ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.
- 7.6 After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 7.7 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

**8. Confidentiality**

- 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process until the publication of the award. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Government's antifraud and corruption policy.

**9. Debriefing** 9.1 The client shall promptly attend to all requests for debriefing for the contract made in writing, and within 7 days from the date the unsuccessful consultants are informed about the award.



**Section 2 (a): Instructions to Consultants – Data Sheet**

<b>Paragraph Reference</b>	
<b>1.1</b>	Name of the Client: <b>Ministry of Mines and Energy</b>
<b>1.2</b>	Financial Proposal to be submitted together with Technical Proposal: N/A  Name of the assignment is: <b>Provision of consultancy services for the design, documentation, and supervision of the Renovation of Luderitz, Oranjemund and Tsumeb MME Regional Offices and Staff Accommodation</b>
<b>1.3</b>	A pre-bid meeting: N/A
<b>1.4</b>	The Client will provide the following inputs and facilities: N/A The Client shall provide available information on request and such request is to be communicated in writing to PMU E-Mail Address : <a href="mailto:ProcurementManagement@mme.gov.na">ProcurementManagement@mme.gov.na</a>
<b>1.6.1</b>	The Client envisages the need for continuity for downstream work: N/A
<b>1.14</b>	Proposals must remain valid <b>180 days</b> after the submission date.

<b>2.1</b>	Clarifications may be requested not later than <b>5 days</b> before the submission date. The address for requesting clarifications is:  Procurement Management Unit Ministry of Mines and Energy 6 Aviation Road Windhoek  Email: <a href="mailto:ProcurementManagement@mme.gov.na">ProcurementManagement@mme.gov.na</a>
<b>3.3 (a)</b>	Shortlisted Consultants may associate with other shortlisted Consultants: N/A

3.3 (b)	The estimated number of professional staff-months required for the assignment is: Twenty (24) Calendar Months inclusive of construction period with a possibility for an extension.
3.4	The format of the Technical Proposal to be submitted is: STP
3.4 (g)	Training is a specific component of this assignment: No
3.4 (h)	Bid security <u>shall not</u> be required.
3.6	<p>(1) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</p> <p>(2) Cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(3) Cost of such further items required for purposes of the Services not covered in the foregoing.</p>
3.7	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes
4.2	<p>written evidence is required.</p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose.</i></p>
4.3	Consultant must submit one original plus one copy of the Technical Proposal
4.5	<p>The Proposal submission address is:  Procurement Management Unit  Ministry of Mines and Energy  6 Aviation Road  Windhoek</p> <p>Proposals must be submitted:</p> <p>Date: 28 February 2023</p> <p>Time: 10h00</p> <p>Bid opening will be done immediately after closing.</p>

## 5.2

**Criteria, sub criteria, and point system for the evaluation of Simplified Technical Proposals are:**

	<u>Points</u>
(i) Specific experience of the Bidder relevant to the assignment: <i>Bidder must have successfully completed a minimum of 3 similar projects (building projects) with a minimum value of N\$ 20 million in the last 5 years (Reference Letters must be attached). <u>Bidders that do not meet the above requirement will be disqualified.</u></i>	[15]
(ii) Existence of the Bidder within the industry: <i>Bidder (firm) must be in existence / trading, i.e. registered with relevant statutory bodies, for a minimum period of 5 years.</i>	[5]
(iii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:	
a) Technical approach and methodology	20
b) Work plan	5
c) Organization and staffing	5
d) Adequacy of Training Program	5
Total points for criterion (i to iii):	[55]
(iv) Key professional staff qualifications and competence for the assignment:	
a) Project Leader	10
<i>Must be a fully registered Engineer/Quantity Surveyor/Architect with the relevant Namibian Professional Bodies with minimum 15 years' experience</i> <i>Must have sound knowledge of medium-large scale renovation projects</i> <i>Must be a Namibian Citizen / Permanent Resident (Attach Proof e.g., Identity document)</i>	
b) Project Architect	5
<i>Must be fully registered with NCAQS with minimum 7 years' experience</i> <i>Must have sound knowledge of medium-large scale renovation projects</i> <i>Must be a Namibian Citizen / Permanent Resident (Attach Proof e.g., Identity document)</i>	
c) Project Quantity Surveyor	5
<i>Must be fully registered with NCAQS with minimum 7 years' experience</i> <i>Must have sound knowledge of medium-large scale renovation projects</i> <i>Must be a Namibian Citizen / Permanent Resident (Attach Proof e.g., Identity document)</i>	
d) Project Civil/Structural Engineer	5
<i>Must be fully registered with ECN with minimum 7 years' experience</i> <i>Must have sound knowledge of medium-large scale renovation projects</i> <i>Must be a Namibian Citizen / Permanent Resident (Attach Proof e.g., Identity document)</i>	
e) Project Electrical Engineer	5
<i>Must be fully registered with ECN with minimum 7 years' experience</i> <i>Must have sound knowledge of medium-large scale renovation projects</i> <i>Must be a Namibian Citizen / Permanent Resident (Attach Proof e.g., Identity document)</i>	
f) Project Mechanical Engineer	5
<i>Must be fully registered with ECN with minimum 7 years' experience</i> <i>Must have sound knowledge of medium-large scale renovation projects</i> <i>Must be a Namibian Citizen / Permanent Resident (Attach Proof e.g., Identity document)</i>	
Total points for criterion (iv):	[35]
(v) Participation by Previously Disadvantaged Namibians amongst key staff	[10]

	<p style="text-align: right;"><b>Total points for the five criteria: [100]</b></p> <p style="text-align: right;"><b>The minimum Technical Score required to pass is: 80%</b></p>
	Only Bidders scoring 80% and above on the Technical Score will be requested to submit Financial Offers.
<b>5.7</b>	The formula for determining the financial scores is the following: N/A
<b>6.1</b>	Expected date and address for contract negotiations: N/A
<b>7.5</b>	Expected date for commencement of consulting services After acceptance letter is received: 30 Days



## Section 2(b): Evaluation Criteria

This section contains supplementary criteria that the employer shall use to evaluate bids.

### 1. Evaluation

- (a) This bid is reserved for Namibian registered entities with 100% shareholding vesting in Namibian citizens as required in terms of Section 29 (a) **“to the citizens of Namibia”** of the Public Procurement Act, 2016 (Act No. 15 of 2015).
- (b) Bidders should provide proof of citizenship, certified by Namibian police or Commissioner of Oath for all shareholders.
- (c) In the case of Joint Venture (JV), both parties to the JV must comply with the requirement in (a) and should provide proof as required in (b) above.

In addition to the criteria listed above, the following criteria shall apply.

#### 1.1 : Administrative Compliance

#	DESCRIPTION		
		Yes	No
1	Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company/joint venture/consortium, is duly authorized to do so ; <i>(BDS Sub-clause 4.2 and ITC Sub-clause 4.2)</i>		
2	Bidder has submitted the duly filled in, signed, and dated the Technical Proposal Submission Form;(TECH-1)		
3	Original and all copies of the bid are typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder (ITS Sub-clause 4.2);		
4	Bid is written in English language (ITC Clause 3.3 d);		
	<b>OVERALL ADMINISTRATIVE COMPLIANCE</b>		

## 1.2: Legal Compliance

	DESCRIPTION		
		Yes	No
1	Does bidder meet the requirement of Section 29 (a) "to the citizen of Namibia" of the Public Procurement act, 2015 (Act No.15 of 2015)  Bidder has provided valid proof of citizenship, certified by the Namibian police or Commissioner of Oath for all shareholders. In the case of Joint Ventures, each party to the JV are Namibian citizens and have provided proof as required above.		
2	Bidder has submitted valid certified copy of Namibian Identification Documents of all shareholders:  <b>(Certified by a commissioner of Oath appointed in terms of the Justice of the peace and Commissioners of Oath Act. 1963 (Act No. 16 of 1963)</b>  Each JV Partner must comply.		
3	Bidder has submitted a Company Registration Certificate/founding statement; (ITC Clause 3.4. a (i)); Bidder must be in existence for not less than 5 years;  Each JV Partner must comply.		
4	Bidder has an original valid Good Standing Tax Certificate; (ITC Clause 3.4 .a (ii));		
5	Bidder has an original valid Good Standing Social Security Certificate; (ITC Clause 3.4 .a (iii));		
6	Bidder 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; (ITC Clause 3.4 .a (iv));		
7	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 apart thereof; and; (ITC Clause 3.4 .a (v));		
8	Bidder has submitted a signed Bid Securing Declaration using the provided format		
9	Bidder has submitted Proof of Registration with Namibian Professional Bodies (NCAQS / ECN)		
	<b>OVERALL LEGAL COMPLIANCE</b>		

**Failure to submit any one of the above-mentioned documents and references will deem the bidder as non-compliant and will therefore lead to disqualification and exclusion from further evaluation.**



**1.3: Technical Evaluation Criteria**

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals:				
(i)	Experience in implementing similar projects			Points
	Specific experience of the Bidder relevant to the assignment		≥3 Proj.	15
Total Points for Criteria (i)				15
Maximum Points for Criteria (i):				15
Minimum Points for Criteria (i):				15
(ii)	Existence of the Bidder within the industry			Max. Points
	Number of years Bidder is trading within the industry		≥5 yrs	5
Total Points for Criteria (ii):				5
Maximum Points for Criteria (ii):				5
Minimum Points for Criteria (ii):				5
(iii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:			Max. Points
	a) Technical approach and methodology b) Work plan c) Organization and staffing d) Adequacy of Training Program			20
				5
				5
				5
Total Points for Criteria (iii)				35
Maximum Points for Criteria (iii)				35
Minimum Points for Criteria (iii)				17.5
(iv)	Key professional staff qualifications and competence for the assignment:		Score	Percentage weight
	a) Project Leader	General Qualifications	Degree 100% Diploma 50%	30%
		Relevant and adequate experience for the assignment	≥15 years 100%	70%
Total Points for Criteria (a)				10
Maximum Points for Criteria (a)				10
Minimum Points for Criteria (a)				5
(iv)	Key professional staff qualifications and competence for the assignment:		Score	Percentage weight
	b) Project Architect	General Qualifications	Degree 100% Diploma 50%	30%
		Relevant and adequate experience for the assignment	≥7 years 100%	70%

Total Points for Criteria (b)				5
Maximum Points for Criteria (b)				5
Minimum Points for Criteria (b)				2.5
(iv)	Key professional staff qualifications and competence for the assignment:		Score	Percentage weight
	c) Project Quantity Surveyor	General Qualifications	Degree 100% Diploma 50%	30%
		Relevant and adequate experience for the assignment	≥7 years 100%	70%
Total Points for Criteria (c)				5
Maximum Points for Criteria (c)				5
Minimum Points for Criteria (c)				2.5
(iv)	Key professional staff qualifications and competence for the assignment:		Score	Percentage weight
	d) Project Civil/Structural Engineer	General Qualifications	Degree 100% Diploma 50%	30%
		Relevant and adequate experience for the assignment	≥7 years 100%	70%
Total Points for Criteria (d)				5
Maximum Points for Criteria (d)				5
Minimum Points for Criteria (d)				2.5
(iv)	Key professional staff qualifications and competence for the assignment:		Score	Percentage weight
	e) Project Electrical Engineer	General Qualifications	Degree 100% Diploma 50%	30%
		Relevant and adequate experience for the assignment	≥7 years 100%	70%
Total Points for Criteria (e)				5
Maximum Points for Criteria (e)				5
Minimum Points for Criteria (e)				2.5
(iv)	Key professional staff qualifications and competence for the assignment:		Score	Percentage weight
	f) Project Mechanical Engineer	General Qualifications	Degree 100% Diploma 50%	30%
		Relevant and adequate experience for the assignment	≥7 years 100%	70%
Total Points for Criteria (f)				5
Maximum Points for Criteria (f)				5
Minimum Points for Criteria (f)				2.5

(v)	<b>Participation by Previously Disadvantaged Namibians amongst proposed key staff</b>		
	<i>[Sub-criteria shall not be provided]</i>	<b>Total Points for Criteria (v)</b>	<b>10</b>
<b>Total Technical Score:</b>			<b>100</b>
<b>Minimum Total Technical Score:</b>			<b>80</b>

**A Bidder must for each Criteria score a Minimum of 50% for each Criteria in order to pass such a Criteria. The Minimum pass rate for all Criteria combined is 80 marks.**



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### Section 3. Technical Proposal - Standard Forms

*[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

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Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Public Entity .....	31
A - On the Terms of Reference .....	31
B - On Counterpart Staff and Facilities .....	32
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## Section 3. Form TECH-1: Technical Proposal Submission Form

To: Procurement Management Unit  
Ministry of Mines and Energy  
Private Bag 13297  
Windhoek

We, the undersigned, offer to provide **consultancy services for the design, documentation, and supervision of the renovations of the MME regional offices and staff accommodation** in accordance with your Request for Proposal dated **as per bid advertisement** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.5 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_ Name  
and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."*] 2  
[Delete in case no association is foreseen.]



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## **Form TECH-2: Consultant's Organization and Experience**

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### **A - Consultant's Organization**

*[Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.]*

## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment]*

### Consultant to provide only projects undertaken in the last five (5) years

Assignment name:	Approx. value of the contract (in current N\$ equivalent):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current N\$ equivalent):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

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**Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client**

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**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]*

## **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

1. Facilities to be provided by the consultant

A consultant has to provide his/her own office accommodation of a reasonable standard, furniture and all working equipment necessary to carry out the field investigations and office administrative work.

2. Facilities to be provided by MME

All documents at Ministry's disposal shall be provided to Consultants.

**Form TECH-4: Description of Approach, methodology and Work  
Plan for Performing the Assignment: N/A**

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## Form TECH-5: Team Composition and Task Assignments

[illegible]





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## Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

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1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_  
\_\_\_\_\_
2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_  
\_\_\_\_\_
6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_  
\_\_\_\_\_
8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_  
\_\_\_\_\_
9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Project Name: _____</p> <p>Assignment: (Stage/s) _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client &amp; Contact No.: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
--	--

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]* Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_

*Appendix to Bid Submission Form*

**BID SECURING DECLARATION**  
(Section 45 of Act)  
(Regulation 37(1)(b) and 37(5))

**Date:** .....

**Procurement Ref No.:**

**To: MINISTRY OF MINES AND ENERGY**  
**Private Bag 13297**  
**Windhoek, Namibia**

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: .....

*[insert signature of person whose name and capacity are shown]*

Capacity of:

*[indicate legal capacity of person(s) signing the Bid Securing Declaration]*

Name: .....

*[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

*[insert date of signing]*

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.]



## 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**

### 3. 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

t 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.*

## **Section 5. Terms of Reference**

### **(A) BACKGROUND**

The purpose of this assignment is to renovate all the dilapidated MME buildings to offer a conducive working environment and decent accommodation to the Ministry's staff members. Approximately Three (3) office blocks and Sixteen houses/flats have been identified for renovations.

The Assignment aims to improve the conditions of these buildings and provide a conducive working environment and reduce the hazardous risks involved for both the MEE employees and its clients.

Offices:

- 1) Luderitz MME Regional Office
- 2) Oranjemund MME Regional Office
- 3) Tsumeb Geophysics Station

### **(B) OBJECTIVE**

The Ministry of Mines and Energy invites proposals from registered and reputable and professional consultancy service providers (as consortium) which include liaising with key stakeholders, developed conceptual designed for final integration, local authority approved drawings and construction drawings, compilation of bid documentation and construction supervision thereof for the renovation of the MME regional offices and staff accommodation.

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## **GENERAL: TERMS OF REFERENCE FOR CONSULATANCY SERVICES**

### **TOR FOR THE APPOINTMENT OF AN ARCHITECT**

#### **Part 1 Architect Deliverables**

Full Professional Service will be required:

The Consultant registered Architect as governed by the Architects' and Quantity Surveyor's Act 13 of 1979 is to provide professional architectural services related to the design, procurement and construction supervision of the service required for the buildings to function.

#### **1. Appraisal and Definition of the Project**

- a) Receive, appraise and report on the client's requirements with particular regard to site information and statutory requirements.
- b) Advise the client on procedures to meet his requirements and on the need for the appointment of consultants.
- c) Confirm in writing the client's instructions to proceed.

#### **2. Design Concept**

- a) Prepare a design showing space provisions, room/space relationships, method of construction, standards of materials recommended and standards and suitability of services in sufficient detail to enable the design to be approved by the client.
- b) Advise the client on the estimated cost, budget and statutory requirements (time schedule).
- c) Confirm in writing the client's instructions to proceed.

#### **3. Design Development**

- a) After the client approves the design, develop it sufficiently to coordinate the work of specialists who have been appointed.
- b) Discuss the design with the statutory authorities concerned.
- c) Review budget (time schedule).
- d) Confirm in writing the client's instructions to proceed.

**4. Technical Documentation and Approvals**

- a) Prepare drawings and documentation for submission to local or statutory authorities for approval (and working drawings, specifications and other technical documents necessary for the execution of the project.)
- b) Correlate the work of any specialists in the preparation of the documentation.
- c) Confirm in writing the client's instructions to proceed.

**5. Contract Administration and Supervision**

- a) Call for tenders and/or negotiate the building contract where required.
- b) Advise the client regarding the award of the building contract and the completion of contract documents.
- c) Confirm in writing the clients instructions to proceed.
- d) Prepare the building contract documents and present same for signature by the parties thereto.
- e) Administer the building contract.
- f) Inspect the works. The form, frequency and duration of meetings and visits related to administering the building contracts and inspection of the works will vary according to the nature and stage of the construction and the consultant should clarify for the client the attention to be provided pursuant thereto, such to be stated in schedule hereto.
- g) On the completion of the project, provide the client with as-built drawings.
- h) Prepare and / or procure operations and maintenance manuals, guarantees and warranties.
- i) Prepare and / or procure as-built drawings and documentation.
- j) Inspect and verify rectification of defects.
- k) Inspect the works and issue completion and defects lists.

---

**(C) TOR FOR THE APPOINTMENT OF AN ELECTRICAL ENGINEERING  
CONSULTANT.**

**Part 4. Electrical Engineering Deliverables**

Full Professional Service will be required:

The Successful Consultant for the works to be done and appointed, must be a registered Electrical

Engineer as governed by the Engineering Profession Act No. 17 of 1986 as amended in 1991 to provide professional engineering services related to the design

Procurement and construction supervision of the services required for the buildings to function.

**1. Design Development**

- a) Review the documentation programme with the other consultants
- b) Incorporate the client's detailed requirements into building design
- c) Incorporate the other consultants' designs into services design
- d) Liaise, co-operate and provide necessary information to the client, and other consultants
- e) Obtain detailed project specific requirements of the local authority in order to ensure understanding thereof
- f) Prepare design development drawings (including draft technical details) and outline specifications
- g) Provide sufficient drawings and information to the quantity surveyor for the completion of detailed estimates of construction cost where applicable
- h) Review the design, costing and programme with the other consultants
- i) Confirm the scope and complexity
- j) Review the design and consult with Local Authorities and other statutory authorities
- k) Develop the design, materials and components.



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## **2. Documentation and Procurement**

- a) Preparation of designs, drawings, specifications and engineering schedules of quantities.
- b) The drafting or adapting invitations to tender, tender conditions, forms of tender and conditions of contract.
- c) Analysis of tenders and submission of recommendations on the acceptance of tenders and estimates of the cost of the works.
- d) Prepare specifications for the works and agree preambles with the quantity surveyor when applicable
- e) Co-ordinate services and prepare necessary services co-ordination drawings
- f) Review cost estimate with the quantity surveyor
- g) Provide working drawings
- h) Liaise, co-operate and provide necessary information to the other consultants
- i) Complete construction documentation and proceed to call for tenders
- j) Obtain offers for the execution of the works
- k) Assist the Principal Agent in evaluating offers and in making recommendations on the award of the building contract as required.

## **3. Construction Contract Administration**

- a) The drafting of the contract documents (Contract administration).
- b) Preparation of any further plans, designs and drawings which may be necessary for the carrying out of the works
- c) Issue construction documentation
- d) Initiate and/or check sub-contract design and documentation as appropriate to ensure that it complies with design requirements.
- e) Inspect the works for conformity to the contract documentation
- f) Administer and perform the duties and obligations assigned to the Electrical Engineer
- g) Issuing instructions to contractors, co-ordination and general inspection of the execution of the works for compliance with the contract.
- h) Prepare interim payment valuations and submit same to quantity surveyor
- i) Advice to the client regarding the inspection and testing of such materials and plant as are usually inspected and tested.

- j) Making arrangements for carrying out and witnessing of performance or acceptance tests on site.
- k) Check and approve subcontract shop drawings for design intent
- l) Update and issue the drawings register.
- m) Issue variation orders
- n) Review and comment on operations and maintenance manuals, guarantees, certificates and warranties.
- o) Inspect the works and issue completion and defects lists
- p) Making arrangements to provide the client, on completion of the engineering works, with such record drawings and manuals as may be required for the operation and maintenance of the engineering works, and preparing such documents as may be necessary to coordinate the drawings and manuals provided.

#### **4. Close-Out**

- a) Inspect and verify rectification of defects
- b) Prepare relevant payment valuations and submit to quantity surveyor.
- c) Prepare and / or procure operations and maintenance manuals, guarantees and warranties
- d) Prepare and / or procure as-built drawings and documentation.
- e) Issue the completion certificate related to electrical services.

#### **(D) TOR OF REFERENCE FOR THE APPOINTMENT OF A MECHANICAL ENGINEERING CONSULTANT.**

#### **Part 4. Mechanical Engineering Deliverables**

##### **Full Professional Service will be required:**

The Successful Consultant for the works to be done and appointed, must be a registered Mechanical Engineer as governed by the Engineering Profession Act No. 17 of 1986 as amended in 1991 to provide professional engineering services related to the design, procurement and construction supervision of the services required for the buildings to function.

---

### **a. Design Development**

- a) Review the documentation programme with the other consultants
- b) Incorporate the client's detailed requirements into building design
- c) Incorporate the other consultants' designs into services design
- d) Liaise, co-operate and provide necessary information to the client, and other consultants
- e) Obtain detailed project specific requirements of the local authority in order to ensure understanding thereof
- f) Prepare design development drawings (including draft technical details) and outline specifications
- g) Provide sufficient drawings and information to the quantity surveyor for the completion of detailed estimates of construction cost where applicable
- h) Review the design, costing and programme with the other consultants
- i) Confirm the scope and complexity
- j) Review the design and consult with Local Authorities and other statutory authorities
- k) Develop the design, materials and components.

## **2. Documentation and Procurement**

- a) Preparation of designs, drawings, specifications and engineering schedules of quantities.
- b) The drafting or adapting invitations to tender, tender conditions, forms of tender and conditions of contract.
- c) Analysis of tenders and submission of recommendations on the acceptance of tenders and estimates of the cost of the works.
- d) Prepare specifications for the works and agree preambles with the quantity surveyor when applicable
- e) Co-ordinate services and prepare necessary services co-ordination drawings
- f) Review cost estimate with the quantity surveyor
- g) Provide working drawings
- h) Liaise, co-operate and provide necessary information to the other consultants
- i) Complete construction documentation and proceed to call for tenders
- j) Obtain offers for the execution of the works

- k) Assist the Principal Agent in evaluating offers and in making recommendations on the award of the building contract as required.

### **3. Construction Contract Administration**

- a) The drafting of the contract documents (Contract administration).
- b) Preparation of any further plans, designs and drawings which may be necessary for the carrying out of the works
- c) Issue construction documentation
- d) Initiate and/or check sub-contract design and documentation as appropriate to ensure that it complies with design requirements.
- e) Inspect the works for conformity to the contract documentation
- f) Administer and perform the duties and obligations assigned to the Mechanical Engineer
- g) Issuing instructions to contractors, co-ordination and general inspection of the execution of the works for compliance with the contract.
- h) Prepare interim payment valuations and submit same to Quantity Surveyor
- i) Advice to the client regarding the inspection and testing of such materials and plant as are usually inspected and tested.
- j) Making arrangements for carrying out and witnessing of performance or acceptance tests on site.
- k) Check and approve subcontract shop drawings for design intent
- l) Update and issue the drawings register.
- m) Issue variation orders
- n) Review and comment on operations and maintenance manuals, guarantees, certificates and warranties.
- o) Inspect the works and issue completion and defects lists
- p) Making arrangements to provide the client, on completion of the engineering works, with such record drawings and manuals as may be required for the operation and maintenance of the engineering works, and preparing such documents as may be necessary to coordinate the drawings and manuals provided.

### **4. Close-Out**

- a) Inspect and verify rectification of defects
- b) Prepare relevant payment valuations and submit to Quantity Surveyor.

- c) Prepare and / or procure operations and maintenance manuals, guarantees and warranties
- d) Prepare and / or procure as-built drawings and documentation.

Issue the completion certificate related to mechanical services.

**(E) TOR OF REFERENCE FOR THE APPOINTMENT OF A CIVIL/STRUCTURAL ENGINEERING CONSULTANT**

**Part 4. Civil and Structural Engineering Deliverables**

**Full Professional Services will be required:**

The Successful Consultant for the works to be done and appointed, must be a Registered Professional Civil and Structural Engineer as governed by the Engineering Profession Act No. 17 of 1986 as amended in 1991 to provide professional engineering services related to the design, procurement and construction supervision of the services required for the buildings to function.

**1. Design Development**

- a) Review the documentation programme with the other consultants
- b) Incorporate the client's detailed requirements into building design
- c) Incorporate and co-ordinate the other consultants' designs into building design
- d) Obtain detailed project specific requirements of the local authority in order to ensure understanding thereof
- e) Prepare design development drawings (including draft technical details) and outline specifications
- f) Provide sufficient drawings and information to the Quantity Surveyor for the completion of detailed estimates of construction cost where applicable
- g) Review the design, costing and programme with the other consultants
- h) Confirm the scope and complexity
- i) Review the design and consult with Local Authorities and other statutory authorities
- j) Develop the design, construction system, materials and components.

## **2. Documentation and Procurement**

- a) Prepare specifications for the works and agree preambles with the quantity surveyor when applicable
- b) Review cost estimate with the quantity surveyor
- c) Provide working drawings
- d) Liaise, co-operate and provide necessary information to the other consultants
- e) Complete construction documentation for Bidders and submit to Client for procurement

## **3. Construction Contract Administration**

- a) Issue construction documentation
- b) Inspect the works for conformity to the contract documentation
- c) Witness and review all tests and mock-ups carried out both on and off site
- d) Check and approve subcontract shop drawings for design intent
- e) Update and issue the drawings register
- f) Issue contract instructions
- g) Review and comment on operations and maintenance manuals, guarantees, certificates and warranties
- h) Inspect the works and issue completion and defects lists
- i) Assist in obtaining statutory certificates

## **4. Close-Out**

- a) Inspect and verify rectification of defects
- b) Prepare as-built drawings and documentation and provide to client.
- c) Issue the works completion certificate



**(F) TOR FOR THE APPOINTMENT OF A QUANTITY  
SURVEYING CONSULTANT.**

**Part 4. Quantity Surveying Deliverables**

Full Professional Service will be required:

The Consultant registered Quantity Surveyors as governed by the Architects' and Quantity Surveyor's Act 13 of 1979 is to provide professional Quantity Surveying services related to the design, procurement and construction supervision of the services required for the buildings to function.

**The services expected would be defined as, by not limited to, the following:**

- a) Initial cost advice and feasibility studies costing scrutiny
- b) Budget estimating
- c) Cost planning
- d) Procurement advice
- e) Contractual advice
- f) Advice on contractor selection
- g) Preparation of tender and contract documentation i.e. bills of quantities, schedules of rates, etc.
- h) Tender analysis / negotiations / selection
- i) Tender reports and recommendations
- j) Cash-flow projections
- k) Cost control and reporting during the construction stage
- l) Valuing and agreeing contract variations
- m) Valuation of work in progress
- n) Payment recommendation
- o) Negotiating an agreement of final account

**(G) PAYMENT CONDITION**

- This contract shall be a lump sum contract, comprising fixed costs and reimbursable costs.
- All rates presented in the financial proposal shall be considered fixed for the duration of the assignment.
- The payment of reimbursable costs shall be made as required, and shall require submission of a separate tax invoice and documentary evidence of the amounts due.
- If tenderers require a different method of payment, detailed reasons for this must be included in the financial proposal.

**(H) COPYRIGHT**

The Ministry of Health and Social Services retains the design rights and other intellectual property rights of all documents presented by the Consultants upon full payments for the service to the Consultants. The Consultant shall be entitled to use of data obtain during service undertaking for other projects, but such undertaking should first obtain MOHSS written approval.

**(I) MONITORING AND EVALUATIONS**

The achievement and technical compliance of consulting service under this assignment will be continuously monitored, evaluated on submitted work program. The MOHSS will assist whereas possible with technical aspect if deemed necessary.

**(J) CONSULTANTS CONFIDENTIALITY**

The Consultants shall keep all information and reports to project confidential and shall not under any circumstances release public or media statements or publish related to project or the services the Consultants is rendering.

## Section 6. Standard Contract – Time Based

### SAMPLE CONTRACT FOR CONSULTING SERVICES SMALL ASSIGNMENTS TIME-BASED PAYMENTS

CONTRACT No. *[Insert]*

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* (“the Client”) having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* (“the Consultant”) having its principal office located at *[insert Consultant's address<sup>6</sup>]*.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services, NOW

THEREFORE THE PARTIES hereby agree as follows:

1. **Services** (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).  
  
(ii) The Consultant shall provide the reports listed in Annex B, “Consultant's Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.
2. **Term** The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.

**3. Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in subparagraph C below.

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<sup>6</sup> Avoid use of “P.O. Box” address

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent<sup>7</sup> (~~or~~ per day spent ~~or~~ per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client’s coordinator;
- (ii) such other expenses as approved in advance by the Client’s coordinator.<sup>8</sup>

D. Payment Conditions

Payment shall be made in Namibia Dollar (N\$) not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant’s bank account

*[insert banking details.]*

**4. Project  
Administration**

A. Coordinator

The Client designates Mr. Nathaniel Musenge, Deputy Director of Auxiliary Services and Record Management as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

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<sup>7</sup> Select the applicable rate and delete the others.

<sup>8</sup> Specific expenses can be added as an item (iii) in paragraph 3.C.



During the course of their work under this Contract, including field work, the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep, and shall cause its Sub-Consultants to keep, accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

**5. Performance Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

**6. Inspections and Auditing**

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Government of Namibia (including without limitation a determination of ineligibility) in accordance with prevailing sanctions procedures.

**7. Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

**8. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.<sup>9</sup>

**9. Consultant Not to be Engaged in Certain Activities**

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project.

**10. Insurance**

The Consultant will be responsible for taking out any appropriate insurance coverage.

<sup>9</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 8.

- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Namibia, and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably<sup>10</sup> settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Namibia.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;
  - (b) If the Consultant becomes insolvent or bankrupt;
  - (c) If the Consultant, in the judgment of the Client, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing sanctions procedures) in competing for or in performing the Contract.
  - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**LIST OF ANNEXES**

<sup>10</sup> In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."



Annex A: Terms of References (ToR's) Section 5. Terms of Reference on page 56.

Annex B: Consultant's Reporting Obligations

## **ANNEX B**

### **Annex B: Consultant's Reporting Obligations**

1. Site Supervision and meeting minutes

Site supervision shall be done at least once a month and meeting minutes shall be compiled and distributed to Client.

2. Other reporting forms

Please refer to deliverables found in the Terms of Reference.