



Request for Proposal

**For the Management of the Sand Mining Site at Ondingwanyama
Location on behalf of Eenhana Town Council (ETC) Project**

Procurement No: SC/RP/ETC-01/2022-23

Total Bid Price N\$ _____

Name of the Bidder _____

Contact Person _____

Telephone No: _____ Mobile no:.....

Closing Date: Friday, 05 August 2022 @ 11H00



REQUEST FOR A PROPOSAL (RP)

Provision for the Management of the Sand Mining Site at Ondingwanyama Location on behalf of Eenhana Town Council (ETC) Project

Bid Reference No: SC/RP/ETC-01/2022-23

DOCUMENT AVAILABLE

Documents are available on Council's
Website: www.eenhanatc.na

BID SECURITY

NOT REQUIRED

BID CLARIFICATION MEETING

Not compulsory: 19 July 2022

DELIVERY ADDRESS FOR SUBMISSION OF BIDS

Bids must be submitted in the
prescribed format and deposited in the
Tender Box of:

**PROCUREMENT MANAGEMENT UNIT
EENHANA TOWN COUNCIL
P. BAG 8007
EENHANA**

CLOSING DATE AND TIME

Friday, 05 August 2022 @ 11H00



Request for Proposal

LETTER OF INVITATION

Dear Sir,

Provision for the Management of the Sand Mining Site at Ondingwanyama Location on behalf of Eenhana Town Council (ETC) project

1. You are hereby invited to submit technical and financial proposals for consultancy services required under **Provision for the Management of the Sand Mining Site at Ondingwanyama Location on behalf of Eenhana Town Council (ETC) Project**, which could form the basis for future negotiations and ultimately, a contract between you and the Eenhana Town Council.
2. The purpose of this assignment is to:
 - (a) To ensure accountability and transparency on the operation of the sand mining site.
 - (b) To ensure efficiency in the supply of building sand in town and surroundings.
 - (c) To ensure effective management and sustainable use of the sand mining site.
 - (d) To ensure compliance with the laws and regulation regarding the environment.
3. The following documents are enclosed to enable you to submit your proposal:
 - (a) The Terms of Reference (TOR) [Annexure 1];
 - (b) Supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 2]; and
 - (c) A sample format of the Service Contract under which the service will be performed [Annexure 3]
4. Any request for clarification should be forwarded in writing to Eenhana Town Council **Mr. G. Mwaninga** for **technical** or Ms. JS Haimbili @ haimbilij@eenhanatc.na for **administration** alternatively: procurement@eenhanatc.na
5. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.

6. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

Consultants are advised to consult the website of the Procurement Policy Office:

www.mof.gov.na **procurement-policy-unit** to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

7. Eligibility

For Consultants to be eligible to participate in this bid, they must have the following:

- a. have a valid company Registration Certificate with at least 51% owned by Namibian citizen trading under the principle line of business.
- b. Have an original /certified copies of valid good Standing Tax Certificate.
- c. Have an original /certified copies of a valid good Standing Social Security Certificate.
- d. 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.
- e. Submit a CV of not less than 5 years' work experience in the hauling and excavation.
- f. Submit a signed Bid-securing Declaration.
- g. Documentary evidence of transport to haul and excavating on the sand mining site.

8. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in **two separate envelopes, namely; Technical proposal and Financial proposal**, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box in front of the cashier of Eenhana Town Council on or before: **Friday 05 August 2022 at 11h00 at Eenhana Town Council, 108 Church Street, EENHANA**

Please Note: Proposals should **not** be forwarded by fax or electronic mail. Any faxed, emailed proposals or late submission will be rejected.

9. Deciding Award of Contract

- a) Qualification and experience of the consultants shall be considered as the paramount requirement.
- b) Consultants must submit all mandatory documents highlighted under point 7 above.
- c) The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for financial proposals.
- d) Proposals from consultants should score at least 50 marks for the Technical Proposals to be retained for further consideration.

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

10. Rights a Public Entity

- (a) Please note that the Eenhana Town Council is not bound to select any of the consultants submitting proposals.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

11. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of three (3) years in line with the Environmental Clearance Certificate (ECC). You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

12. Validity of Proposal

You are requested to hold your proposal valid for **120 days** from the deadline for submission of the proposals during which period you will maintain without change, your proposed price. The Eenhana Town Council will make its best efforts to finalize the agreement within this period.

13. Commencement date of Assignment

Commencement date will start upon receipt of award letter and signing of contract agreement between Eenhana Town Council and the selected consultant.

14. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the Eenhana Town Council shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to:

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

15. Insurance

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

16. Conformation of Invitation to submit proposal

We should appreciate if you would inform us by email: procurement@eenhanatc.na

- (a) Your acknowledgment of the receipt of this Letter of Invitation within *5 days*; and
- (b) Further indicate whether or not you will be submitting the proposal.

17. The Eenhana Town Council would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Janet S Haimbili
Secretary to the Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

TERMS OF REFERENCE

Part 1. Background

The Eenhana Town Council is hereby inviting qualified, experienced and credible companies to core manage the Sand mining Site at Ondingwanyama Village within the jurisdiction of the Eenhana Town. Council, as per the provisions of Section 27 (1) (viii) of the Public Procurement Act, Act 15 of 2015, has decided to procure the services of a competent private entity Request for Proposals to operate the Eenhana Sand mining site at Ondingwanya by way of a Joint Business Venture initiative.

Part 2. The Services

The overall objectives are to outsource the operations of the Sand Mining site to a reputable Private Entity for a period of three (3) years (in line with Environmental Impact Assessment) for the purpose of management, control and sales of sand in order to generate revenue and enhance economic growth for the town in a more sustainable manner.

The initial objectives for the management of the Sand mining site will be:

- To ensure accountability and transparency on the operation of the sand mining
- To ensure efficiency in the supplying of building sand in town.
- To ensure effective management and sustainable use of the sand mining
- To ensure compliance with the laws and regulation regarding environment

Part 3. Facilities to be provided by the Public Entity

- Sand mining site
- Security operating room
- Ablution facility

Part 4. Contract duration and fees

This assignment is expected to be carried out for a period of three (3) years. The consultant should indicate Weekly/Monthly and annual schedule of work and how council will benefit in terms of monetary.

(a) Duration of initial contract

The duration for the initial contract is 3 years.

(b) Payment

- i. **The structure of payments shall be:** on a monthly payment depending on the amount to be agreed upon between Eenhana Town Council and Contractor following delivery of the submission of an invoice.
- ii. Council shall make payments not later than thirty (30) days after submission of an invoice from the contractor and its certification by the user department.

(c) Part

(d) Deliverables

Deliverables include but not limited to the following:

- (a) Supply and delivery of building sand to the clients in town and other areas.
- (b) Management of the sand mining site.
- (c) Management and control of sand mining activities which includes verification of orders, issuing of paid loads and reconciling record books for accounting purposes.
- (d) Landfilling of the dumping site **(on request)**
- (e) Landfilling of oxidation ponds **(on request)**

(f) Equipment

The suitable consultant must have the following equipment:

- a) 1x Front End Loader (3m³) bucket
- b) At least 2x Tipper Trucks of not less than 10m³ loading capacity
- c) Bulldozer (for initial site clearance only)

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

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

(b) Financial Proposals

2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and one copy.

Contract Negotiations

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

Review of reports

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

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for the Management of the Sand Mining Site at Ondingwanyama Location on behalf of Eenhana Town Council (ETC) Project

I/We _____herewith enclose Technical and Financial Proposals for selection as Consultant for the.....

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

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

Date:/...../.....

.....

Signature of Consultant

Full name of a Consultant: _____

FORM F-3**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 5 YEARS**

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

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

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

Cost Estimate of Services¹

Remuneration:

Consultant Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
_____	_____	_____	_____
Sub-Total (Remuneration)			_____

Out-of-Pocket Expenses² :

(a) Per Diem³ :	Room charge	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
(b) Air fare					_____
(c) Lump Sum Miscellaneous Expenses⁴ :					_____
Sub-Total (Out-of-Pocket)					_____
Contingency Charges:					_____
Total Estimate:					_____

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

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

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

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and out expenses, airport taxes, and such other travel related expenses

FORM F-4B

Cost estimate for the

INSTRUCTIONS TO THE PUBLIC BODY						
At time of preparation of the RFP, Columns A to D shall be filled in by the Public Entity. <i>[To be filled by the Public Entity]</i>						
A	B	C	D	F	G	H
Item no.	Description of Goods	No of Days	No of hours/km	Rate per hour/km NAD	Total price without VAT NAD	VAT: NAD
1.	Hiring of a Bull dozer - Wet with Operator for clearing refuse at Eenhana Dumping site outside and inside	N/A	N/A			
2.	Hiring of a Bull dozer - Wet with Operator for landfilling at Eenhana Oxidation pond inside and outside.	N/A	N/A			

1. If the price quoted is subject to change in rate of exchange at the time of service delivery

2. Currency: Exchange Rate:

If no base rate of exchange is given, the price shall be treated as firm in Namibian Dollars

for all intent and purpose. Key notes: **NA**=NOT APPLICABLE, **NQ**=NO QUOTE

1. Contractor Requirements

Prospective service providers must be Namibian-registered companies and should submit the following:

- Proof of registration as a company and business of work must be in line with the work to be performed, Certified Copies of Good standing/Tax Certificate, Certified copies of Good Standing with Social Security and Affirmative Action.
- Proof of experience conducting similar projects in Namibia, Southern Africa or the broader African continent.
- A detailed plan outlining how they will execute the project, with detailed implementation plan.
- A detailed company profile/structure indicating all the shareholders and the company's management.
- excavation.
- Business model should be able to maximize benefit in order to enhance ETC economic growth.
- Applicants are encouraged to incorporate local labor component and the involvement of Eenhana Town inhabitants in the project.
- The logo books at the sand mining site must be for monitoring by Eenhana Town Council (Weekly, monthly & yearly).
- The Consultant (s) must indicate to Eenhana Town Council on how the sharing of benefit will be made
- The Eenhana Town Council will be responsible for paying of the Consultant on a monthly basis on the figure as agreed by the two parts.
- Solid knowledge on the sand mining site management and availability of equipment as stipulated in the equipment requirement.

2. Submission criteria:

To apply for this bid, please submit, in “*separate*” envelopes:

- a) Technical Proposal with timeline
- b) Financial Proposal

3. Scoring Table

TECHNICAL PROPOSAL		FINANCIAL PROPOSAL	
Previous Work done	20		
Reference Letters	10		
Samples of work done (electronic format)	15		
Relevant CV and structure (attached)	15		
Years of Experience (more than 5)	10		
	70		30

Appendix to Bid Submission Form

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

Date:

Procurement Ref No.: . SC/RP/ETC-01/2022-23

To:

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)

Annexure 4

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

*EENHANA TOWN
COUNCIL*

AND

.....

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THIS SERVICE CONTRACT entered into this *date*:.....between the **Eenhana Town Council** (hereinafter called the "Public Entity") and (hereinafter called the "Consultant").

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I
SCOPE OF SERVICES

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

ARTICLE II
COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

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

2.2 The Services shall be for **three (3) years** beginning on the date of commencement of the Services, and ending not later than **30 September 2025**.

ARTICLE III
DUTIES OF THE CONSULTANT

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

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

ARTICLE IV
PAYMENT FOR THE SERVICES

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

ARTICLE V
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

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

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

ARTICLE VII
LIABILITY OF THE CONSULTANT

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

ARTICLE VIII
FORCE MAJEURE

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

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

ARTICLE IX

TERMINATION OF CONTRACT

- 9.1 The Public Entity may, upon giving not less than 30 days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than 30 days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X

DISPUTE SETTLEMENT

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

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

ARTICLE XI

MODIFICATION OR AMENDMENT

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

ARTICLE XII

EFFECTIVE DATE

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

ARTICLE XIII

CHANNEL OF COMMUNICATIONS AND NOTICE

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

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

FOR THE PUBLIC ENTITY

Postal Address : _____
Physical Address: _____ Email: _____
: _____

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____ Email: _____
: _____

ARTICLE XIV

(i) Governing Law

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

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

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

Full name of Owner/Accounting Officer:.....

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference No.:.....

Procurement Description:

.....
.....
Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I[insert full name], owner/representative
of[insert full name of company]
hereby undertake in writing that my company will at all relevant times comply
fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as
applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act,
2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

1. *A labour inspector may conduct unannounced inspections to assess the level of compliance*
2. *This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract*