



# HARDAP REGIONAL COUNCIL



## Request for Proposal

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**REQUEST FOR PROPOSAL FOR THE FORMALIZATION OF  
SONDERWATER INFORMAL SETTLEMENT IN KLEIN AUB**

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**Procurement Reference No: SC/RP/HRC-002/2025**

Procurement Management Unit  
Hardap Regional Council  
Regional Office Park  
Kaptein Auta !Nanseb Building – Katrina Hanse Street  
Private Bag 2017  
Mariental, Namibia

Tel: +264 62 245800/885  
Email: [procurement@hardaprc.gov.na](mailto:procurement@hardaprc.gov.na)

**DEADLINE: 21 August 2025**



## HARDAP REGIONAL COUNCIL

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### PROCUREMENT MANAGEMENT UNIT

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#### REQUEST FOR PROPOSAL SC/RP/HRC-002/2025

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#### REQUEST FOR PROPOSAL FOR THE FORMALIZATION OF SONDERWATER INFORMAL SETTLEMENT IN KLEIN AUB

The Hardap Regional Council invites you to submit your best quote for the items described in detail hereunder.

Any resulting contract shall be subject to the terms and conditions referred to in the document.

Queries, if any, should be addressed to **Ms. R. J Samaria at Hardap Regional Council, Private Bag 2017, MARIENTAL, Email: [procurement@hardaprc.gov.na](mailto:procurement@hardaprc.gov.na)**

Please prepare and submit your quotation in accordance with the instructions given or inform the undersigned if you will not be submitting a quotation.

Yours faithfully,

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**MS. R. J SAMARIA**  
**HEAD: PMU**

## SECTION 1. LETTER OF INVITATION

**Procurement Reference No: SC/RP/HRC-002/2025**

**Date: 01 August 2025**

Dear Potential Bidder

**Subject: Provision of town & regional planning services to Klein Aub Settlement**

1. You are hereby invited to submit a technical proposal for the provision of town and regional planning services required under ***“PROVISION OF TOWN & REGIONAL PLANNING SERVICES FOR THE FORMALIZATION OF SONDERWATER INFORMAL SETTLEMENT IN KLEIN AUB”***
2. The purpose of this assignment is to:  
Render all the following town planning services to Hardap Regional Council for Klein Aub:
  - Formalization of Sonderwater Informal Settlement
  - Township Establishment and Subdivision
  - Update and develop town layout plans and submission to the Urban & Regional Planning Board (URPB)
  - Provide hard (A3) and soft copies of the approved revised town layout plans
3. The following documents are enclosed to enable you to submit your proposal:
  - a. The Terms of Reference (TOR) [Annexure 1];
  - b. Supplementary information for Consultants, including a suggested format of Curriculum Vitae [Annexure 2]; and
  - c. A sample format of the Service Contract under which the service will be performed [Annexure 3];
4. Any request for clarification should be forwarded in writing to the Hardap Regional Council; **Private Bag 2017, Mariental, +26463245834. Attention Procurement Management Unit, email: [procurement@hardaprc.gov.na](mailto:procurement@hardaprc.gov.na)**

Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.

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

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

[www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit) to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

## 6. Eligibility

- a. A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- b. Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and 3 Development, Inter- American Development Bank Group and World Bank Group shall be rejected.
- c. Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- d. Other documents to be attached are:
  - i. have a valid certified copy company Registration Certificate.
  - ii. have an original or certified copy of a valid good Standing Tax Certificate.
  - iii. have an original or certified copy valid good Standing Social Security Certificate.
  - iv. have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.
  - v. have a valid certified copy of Micro Small & Medium Enterprises (MSME) Certificate issued by the Ministry of Industries, Mines and Energy (if applicable)
  - vi. have an original or certified copy of a valid Annual Duly Certificate from Business Intellectual Property Authority (BIPA)
  - vii. Submit signed Bid-securing Declaration.
  - viii. Submit signed Bid-Submission Form.
  - ix. Registration with Namibia Council for Town and Regional Planners (Professional or Incorporated) for all proposed staff members.
  - x. At least Three (3) Reference Letters in similar Township Establishment and/or Formalization of Informal Settlements projects from previous clients.
  - xi. Fill in all pages that need to be filled and fully initial all pages of the documents and attachments.

*Note: Bidders are referred to Table 1 (Page 8-12) for full Mandatory Requirements*

## **7. Submission of Technical Proposal**

The proposals from the consultants shall be submitted in sealed envelopes consisting of one original printed copy and 100% duplicate format with all necessary supporting documentation in a virus free USB (Soft copy) and should follow the form given in Annexure 2 - "Supplementary Information for Consultants".

The proposals must be deposited into the bid box on or before:

**21 August 2025 at 11H00AM, at the Hardap Regional Council, Private Bag 2017, Ground Floor, Mariental.**

Bid opening to take place immediately after the closing date and time in the presence of the bidder's representatives that shall choose to attend.

There shall be **no Financial Proposal** for this contract as the successful bidder will submit to the Government Gazette Rates for the required services.

**Electronic proposals will not be accepted.**

## **8. Deciding Award of Contract**

The proposal (Technical) will be evaluated by the committee on the basis of all requirements specified in this document. Only those Consultants that meet the requirements stipulated in this document shall be considered for the assignment.

Negotiations will start with the bidder with the highest technical score that meets the requirements specified in the document. If negotiation is not successful, negotiation will start with the second-best Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed breakdowns and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your technical proposal.

## **9. Rights of a Public Entity**

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

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

## **10. Duration of Assignment**

It is estimated that the minimum duration of the assignment shall be for a period of **18 months**. The successful consultant will be appointed as per various assignments.

## **11. Validity of Proposal**

You are requested to hold your proposal valid for **180 days** from the deadline for submission of proposals during which period you will maintain, without change. The Hardap Regional Council will make its best efforts to finalize the agreement within this period.

## **12. Commencement date of Assignment**

Assuming that the contract can be satisfactorily awarded, you will be expected to take up/commence with the assignment as need arise and as instructed by the Hardap Regional Council.

## **13. Tax Liability**

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

## **14. Insurance**

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

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

Yours Faithfully,



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Ms. R. J Samaria  
Acting Deputy Director: Administration  
**Head: Procurement Management Unit (PMU)**

**Enclosures:**

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

## **SECTION 2. TERMS OF REFERENCE**

### **Part 1. Background**

The government of Namibia through its implementing agencies i.e. Hardap Regional Council has made proclaim settlements and develop town planning map and spatial infrastructure master plan for such area.

To respond to this and as part of the Council Mandate, the Hardap Regional Council intends to formalize Sonderwater informal Settlement in Klein Aub for improved service delivery.

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

The required services from consultants shall include but not limited to:

- Site Analysis (Assess the current settlement).
- Design and Develop Spatial Layout for the Township (Sonderwater Informal Settlement).
- Presentation of Layout Plan to Council.
- Submission of Plan to the Urban & Regional Planning Board.
- Implementation of flexible land tenure system
- Contract management
- Provide hard (A3) and soft copies of the approved revised town layout plans

### **Part 3. Facilities to be provided by the Hardap Regional Council during the contractual period**

Hardap Regional Council will take responsibility for the following during the projects phases but not limited to:

- a) All relevant Drawings for Existing Town Layouts Plans.
- b) Existing Master Plans.

Ms. V.T Karumendu – Chief Development Planner is the designated project coordinator from Hardap Regional Council deputized by Mr. Vincent Uulumbu – Control Administrative Officer from the Klein Aub Settlement. The two officials will support any relevant documentation and materials required by the consultant and the consulting team but not limited.

**Part 4. Contract duration and fees****(a) Duration of initial contract**

The successful Bidder will be notified within 30 days after the closing date. Upon the appointment of the Town Planner/s, the successful Bidder is expected to take up/commence with the assignment as need arise and as instructed by Hardap Regional Council.

The duration of the contract is **18 months**.

The bid validity period is **180 days**.

**(b) Payment**

**Consultant is to receive certain percentages of payment after the completion of specific component of the assignment.**

- Fees calculation should be as per the Government Gazette for Town and Regional Planner of the Republic of Namibia.
- Fees will be calculated as per each of the future project budgets

**\*No financial Proposal is Required for this bid\***



## **Part 5: Evaluation Criteria and Weighting.**

### **6.1 Eligibility Criteria**

To be eligible to participate in this bidding exercise, the proposal shall be accompanied by the following mandatory documents (see table 1 below) as stipulated in the Public Procurement Act, 2015 (Act No.15 of 2015): (Please refer to Item 5.2 Phase 1 and table 1.)

### **6.2 Assessing Criteria**

#### **Technical Proposal Evaluation Criteria**

This Section complements the Instructions to Bidders. It contains the criteria that Hardap Regional Council will use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria but the one indicated here shall be used during evaluation.

#### **Evaluation Methodology**

The evaluation is going to be conducted by an ad hoc Bid Evaluation Committee (BEC) in accordance with the following criteria as stated in Table 1, and 2, in two phases.

#### **Phase 1: Mandatory Documents (Eligibility Criteria)**

The eligibility criteria will be assessed based on a Yes or No basis. Only bidders that pass with Yes in all the requirements as stated in table 1, will proceed to the next phase (phase 2 - technical evaluation)

## Qualification and eligibility

**Table 1: Mandatory Requirements**

Document Description	Indicate Yes/No
1. Submitted a valid certified copy duly certified by a Commissioner of Oaths of the Company Registration Certificate or Registration of defensive name if applicable issued by the Ministry Industries, Mines and Energy or Business Intellectual Property Authority (BIPA)	
2. Submitted duly certified copies of identification documents (IDs) of the shareholders or members of the trustee as certified by a Commissioner of Oaths;	
3. Submitted a valid original or certified copy of a valid original duly certified by a Commissioner of Oaths of a Good Standing Tax Certificate from the Namibia Revenue Agency (NamRA);	
4. Submitted a valid original or certified copy of a valid original duly certified by a Commissioner of Oaths of a Good Standing Certificate from Social Security Commission;	
5. Submitted a valid certified copy by a Commissioner of Oaths of an Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;	
6. Submitted a valid certified copy of a valid original duly certified by a Commissioner of Oaths of a Good Standing Certificate from BIPA	
7. Submitted an undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, wage determinations, and Award, where applicable and that it will abide to General Conditions of Contract if it is awarded the Contract or part thereof.	
8. Submitted a duly completed and signed Bid Securing Declaration form	
9. Submitted a duly completed and signed Bid Submission form	
10. A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.	

11. Proposals from Consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.	
12. All Town and Regional Planners must be registered with the Namibia Council of Town and Regional Planners (Registration can either be professional or incorporated) and/or with the Namibia Institute for Town and Regional Planners	
13. At least Three (3) Reference letters for Township Establishment and Subdivision from previous clients.	
14. Curriculum Vitae of the professional staff who will be performing the services.	
15. Attached and acknowledged all additional Notices to bidder(s) by Public Entity (if any).	
16. Bid validity period <b>180</b> days Confirmation	
17. Initial all pages of the documents and attachments.	
18. Submitted a valid certified copy by a Commissioner of Oaths of firm's Namibia Council of Town and Regional Planners (NCTRP) Registration Certificate and or Namibia Institute for Town and Regional Planners (NITRP)	

**Note to bidders:** *printout of a valid electronic or online document issued in terms of Electronic Transaction Act, 2019 (Act No. 4 of 2019), subject to the authentication or validation of such printout by the Hardap Regional Council during the bid evaluation process, in accordance with the authentication or validation guidelines of the issuing authority. Such submission is acceptable.*

## **Phase 2: Technical Evaluation**

Bidders will be assessed against the technical evaluation criteria as stated in table 2 as per the weights stated therein. The total technical evaluation is out of 100%. The bidder must score 80% and above. **Bidders who fail to achieve the required minimum score of 80% will be deemed as “technically non-responsive”. Such bidders will be excluded from being considered for further evaluation.**

**Selection Method: Quality Based Selection** (The bidder must score 80% and above on technical evaluation).

<b>Table 2: Technical Evaluation Criteria (For official use only)</b>			
<b>Item</b>	<b>Scores</b>		
	<b>Score</b>	<b>Sub Total</b>	<b>Total</b>
<b>1. Project Planning and Execution Approach</b>			<b>8</b>
1.1 All the steps of Project Planning and Execution Approach indicated, with all the necessary tasks as per best practice.	8	8	
1.2 Some of the Project Planning and Execution Approach indicated, without all the necessary tasks as per best practice.	4		
1.3 No Project Planning and Execution Approach indicated.	0		
<b>2. Company's Relevant Experience in Town Planning Projects</b>			<b>40</b>
2.1 Authentic references of 5 Similar Assignments undertaken within the last 3 years in: <ul style="list-style-type: none"> <li>Town and regional planning projects: Township Establishment &amp; Subdivision and Formalization of Informal Settlements</li> </ul> with 2 or more of these projects executed within the Hardap and/or   Kharas Regions.	40	40	
2.2 Authentic references of 5 Similar Assignments undertaken within the last 3 years in: <ul style="list-style-type: none"> <li>Town and regional planning projects: Township Establishment &amp; Subdivision and Formalization of Informal Settlements</li> </ul> with none of these projects executed within the Hardap and/or   Kharas Regions.	30		
2.3 Authentic references of 4 Similar Assignments undertaken within the last 3 years in: <ul style="list-style-type: none"> <li>Town and regional planning projects: Township Establishment &amp; Subdivision and Formalization of Informal Settlements</li> </ul>	20		

<p>2.4 Authentic references of 3 Similar Assignments undertaken within the last 3 years in:</p> <ul style="list-style-type: none"> <li>• Town and regional planning projects: Township Establishment &amp; Subdivision and Formalization of Informal Settlements</li> </ul>	10		
2.5 Less than 3 references	0		

3. Qualification and Specific Experience of Key Personnel.			32	
3.1 Experience of the Project Team				
3.1.1 Qualified Town & Regional Planner with at least eight (8) years of post-graduate experience in similar projects.	8	11		
3.1.2 Qualified Town & Regional Planner with at least five (5) years of post-graduate experience in similar projects.	3			
3.2 Academic Qualification				9
3.2.1 Town & Regional Planner with bachelor's degrees in Town & Regional Planning.	6			
3.2.2 GIS Specialist or Surveyor with bachelor's degrees in Geo-information Technology, Surveying or Land Administration	3			
3.3 Fully Registered professional/incorporated Planners with Namibia Council of Town and Regional Planners (NCTRP) and or Namibia Institute for Town and Regional Planners (NITRP)			12	
3.3.1 Town Planner registered with Namibia Council of Town and Regional Planners (NCTRP) and or Namibia Institute for Town and Regional Planners (NITRP)	12			
3.3.2 Town Planner with no registration with the Namibia Council of Town and Regional Planners (NCTRP) and or Namibia Institute for Town and Regional Planners (NITRP)	0			
4 Local Input			20	
4.1 Company Ownership (attach BEE certificate and/or founding statement)			10	
4.1.1 100% Namibian Owned company	10			
4.1.2 50% - 99% Namibian Owned Company	5			
4.1.3 Less than 50% Namibian Owned Company	0			
4.2 Fitness Certificate				
4.2. Proof of relevant Fitness Certificate from any Local Authority in Namibia.	5			

4.3 Fitness Certificate in Hardap Region			
4.3.1 Proof of relevant Fitness Certificate from any Local Authority in Hardap Region Namibia.	10	10	
<b>Total score Technical</b>			<b>100</b>

**NOTE: Bidders scoring below 80% pass mark will not be ranked.**

**SECTION 3. SUPPLEMENTARY INFORMATION FOR CONSULTANTS****1. Proposal**

Proposals should include the following information:

**(a) Technical Proposal**

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

**2. The proposal shall be submitted in one (1) Original and a 100% duplicate format with all necessary supporting documentation in a virus free USB (Soft copy)****3. Negotiations**

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

**4. Review of reports**

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



**FORM F-1****BID SUBMISSION FORM**

To: **Hardap Regional  
Council**

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

Bidder's Reference no.: \_\_\_\_\_

Procurement Reference No: \_\_\_\_\_

Hiring of Town and Regional Planning consultancy services providers for provision of Consulting Services to Hardap Regional Council.

I/We \_\_\_\_\_ herewith enclose Technical Proposals for selection as Consultant for Hardap Regional Council.

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

Yours Faithfully

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly Authorized

to sign on

behalf of: \_\_\_\_\_

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

Company seal: \_\_\_\_\_

**FORM F-2****FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT**

Name of Consultant: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional bodies: \_\_\_\_\_

**Key Qualifications:**

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

**Education:**

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

**Employment Record:**

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

**Languages:**

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

**Certification:**

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

**Date: Day/Month/Year**

**[Signature of  
Consultant]**

**Full name of Consultant:** \_\_\_\_\_

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

1. Outline of recent experience on assignments of similar nature: or attached next to this page.

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

**FORM- 4**

**BID SECURING DECLARATION**

**(Section 45 of Act) (Regulation 37(1)(b) an 37(5))**

**Date:** .....

**Procurement Ref No.: SC/RP/HRC – 002/2025**

**To:**

**Hardap Regional Council**

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

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

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

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

Signed:

.....

Capacity of: .....

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

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

Corporate Seal (where appropriate)

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

**FORM F-5****Republic Of Namibia****Ministry of Justice and Labour Relations**

**Witten undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the  
Public Procurement Act, 2015**

**1. EMPLOYERS DETAILS**

Company Trade Name: \_\_\_\_\_

Registration Number: \_\_\_\_\_

Vat Number: \_\_\_\_\_

Industry/Sector: \_\_\_\_\_

Place of Business: \_\_\_\_\_

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

Tell No: \_\_\_\_\_

Fax No: \_\_\_\_\_

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

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

Full name of Owner/Accounting Officer: \_\_\_\_\_

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

## 2. PROCUREMENT DETAILS

Procurement Reference No.: \_\_\_\_\_

Procurement Description: \_\_\_\_\_

\_\_\_\_\_

Anticipated Contract Duration: \_\_\_\_\_

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

\_\_\_\_\_

## 3. UNDERTAKING

I ..... Owner/representative

of ..... 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/license/grant/permit or concession.

**Signature:** .....

**Date:** .....

**Seal:** .....

*Please take note:*

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

## **SECTION 5. CONTRACTS**

**CONTRACT No: SC/RP/HRC – 002/2025**

### **CONSULTANCY SERVICE CONTRACT**

**BETWEEN**

**HARDAP REGIONAL COUNCIL**

**AND**

[\_\_\_\_\_]

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**THIS SERVICE CONTRACT** entered into this day \_\_\_\_\_

\_\_\_\_\_, between the **Hardap Regional Council**

[hereinafter called the "Public Entity"]

[\_\_\_\_\_]

And

[\_\_\_\_\_]

(hereinafter called the "Consultant").

**WITNESS THAT:**

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

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

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

## **ARTICLE I**

### **SCOPE OF SERVICES**

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

## **ARTICLE II**

### **COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

- 2.1 The Consultant shall commence the Services on \_\_\_\_\_/\_\_\_\_\_/2025 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 9 Months, beginning on the date of contract commencement.

## **ARTICLE III**

### **DUTIES OF THE CONSULTANT**

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity
- 3.2 The Consultant shall:
- a. regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;
  - b. promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.

- 34 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.
- 35 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.
- 36 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

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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 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.

- 83 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

## **ARTICLE IX**

### **TERMINATION OF CONTRACT**

- 9.1 The Public Entity may, upon giving not less than 14 days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than 14 days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of Ninety (90) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

## **ARTICLE X**

### **DISPUTE SETTLEMENT**

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's

request for such amicable settlement may<sup>3</sup> 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 HARDAP REGIONAL COUNCIL**

Postal Address: **P/Bag 2017, Mariental**  
 Physical Address: **Regional Office Park**  
**Kaptein Auta !Nanseb Building – Katrina Hanse Street**  
**Mariental**  
 Email: procurement@hardprc.gov.na

**FOR THE CONSULTANT**

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

**ARTICLE XIV****GOVERNING LAW**

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

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**FOR HARDAP REGIONAL COUNCIL**

**FOR THE CONSULTANT**

