



# Request for Proposal for the Provision of

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**CONSULTANCY SERVICES FOR THE DESIGN, BUILD AND  
SUPERVISION OF THE CONSTRUCTION OF SUPPLEMENTARY  
STORMWATER SYSTEM TO THE NHE HOUSING DEVELOPMENT  
IN TSEIBLAAGTE, KEETMANSHOOP**

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The proposals from the consultants shall be submitted in two (2) separate envelopes namely Technical and Financial proposal and should be submitted in 1x Original + 1x Copy of each

**Procurement Reference No:  
CS/RP/NHE-04/21/22**

*Date: 25 October 2021*

National Housing Enterprise, 7 Gen. Murtala Muhammed Ave, Eros, Windhoek, NAMIBIA  
Tel: 061 2927111, Fax: 061 222 941, [procurement@nhe.com.na](mailto:procurement@nhe.com.na)  
[www.nhe.com.na](http://www.nhe.com.na)

CONSULTANCY SERVICES FOR THE DESIGN, BUILD AND SUPERVISION OF THE CONSTRUCTION OF  
SUPPLEMENTARY STORMWATER SYSTEM TO THE NHE HOUSING DEVELOPMENT IN TSEIBLAAGTE,  
KEETMANSHOOP - CS/DP/NHE-04/20/21

# Request for Proposal

## LETTER OF INVITATION

Dear Prospective Consultant

**SUBJECT: THE PROVISION OF CONSULTANCY SERVICES FOR THE DESIGN, BUILD AND SUPERVISION OF THE CONSTRUCTION OF SUPPLEMENTARY STORMWATER SYSTEM TO THE NHE HOUSING DEVELOPMENT IN TSEIBLAAGTE, KEETMANSHOOP**

1. You are hereby invited to submit technical and financial proposals for the Provision of Consultancy Services for The Design, Build and Supervision of the Construction of Supplementary Stormwater System to the NHE Housing Development in Tseiblaagte, Keetmanshoop, which could form the basis for future negotiations and ultimately, a contract between you and the NHE.
2. The purpose of this assignment is to:
  - a) provide consultancy services for the design, build and supervision of the construction of supplementary stormwater system to the NHE housing development in Tseiblaagte, Keetmanshoop;
  - b) The duties will include but are not limited:
    - i. to the normal services for the Civil Engineering as set out in the Engineering Profession Act 18 of 1986;
    - ii. the consultant will be responsible for design, build and supervision of construction of the supplementary stormwater system for the NHE development only;
    - iii. preparation of stormwater system drawings to be submitted for approval to the Keetmanshoop Town Council including all requirements thereof;
    - iv. submit the approved drawings to NHE on completion for the successful implementation of the tasks to be accomplished;
    - v. appoint a competent contractor for the construction of the designed supplementary stormwater system for the NHE development in Tseiblaagte, Keetmanshoop only;
    - vi. to ensure that that the appointed contractor possess the necessary technical requirements, as it may be determined by the consultant, to carry out the exercise of the construction of the supplementary stormwater system for the NHE development;
    - vii. to provide NHE, upon request, with the evaluation carried out by the consultant to appoint the said contractor for the construction

of the supplementary stormwater system for the NHE development.

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) Instruction for preparation of bid [Annexure 3]
  - (d) Contract [Annexure 4]
  - (e) Flood mitigation study (see additional document)
4. Any request for clarification should be forwarded in writing to NHE, email [procurement@nhe.com.na](mailto:procurement@nhe.com.na). Request for clarifications should be received 14 days prior to the deadline set for submission of proposals.
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts. Consultants are advised to consult the website of the Procurement Policy Office: **[www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit)** to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

## 6. Eligibility

- (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

## 7. Submission of Proposals

The proposals from the consultants shall be submitted in two (2) separate envelopes (**1x Original + 1x Copy**), namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". **The proposals must be submitted to NHE Head Office, 7 General Murtala Mohammed Avenue, Eros in Windhoek, and**

must be deposited in the Bid Box at Reception **on or before Wednesday, 24 November 2021 at 10h00 am.**

Proposals should **not** be forwarded by electronic mail.

## **8. Evaluation of proposals**

The evaluation of proposals will be carried out as per the criteria indicated in Annexure 4 of the bidding document.

## **9. Deciding Award of Contract**

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated based on a maximum of 70 marks for Technical Proposals. Proposals from Consultants should score at least 70 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 move to 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 pricing proposals.

## **10. Responsiveness**

The bidder who fully comply with all the bid requirements and whose past performance (based on previous engagements with NHE), reputation and financial capability is deemed acceptable by NHE, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bidding document will be considered for award.

## **11. Rights a Public Entity**

- (a) Please note that the *National Housing Enterprise* 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.

## **12. Duration of Assignment**

It is estimated that the minimum duration of the assignment shall be for an estimated period of sixty (60) days (2 months). You should base your financial proposal on these figures, giving an indication of months considered necessary by you to undertake the assignment.

### 13. Validity of Proposal

You are requested to hold your proposal valid for sixty (60) days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. NHE will make its best efforts to finalize the agreement within this period

### 14. Eligibility Criteria

For the proposal to be eligible, the bidder must attach the following mandatory documents:

- a) A certified copy of the Company registration, clearly indicating shareholders and principals contact details (Ministry of Trade) - Attached certified copies of all Namibian shareholders Identification document or passport;
- b) A valid original or certified copy of the company's good standing Tax Certificate (Ministry of Finance Inland Revenue);
- c) A valid original or certified copy of the company's good standing Social Security Certificate (Social Security Commissioner);
- d) A valid original or certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;  
*(in the event that the Affirmative Action Compliance Certificate submitted is over 12 months from the date of issue, bidder must furnish a confirmation letter from the Employment Equity Commission indicating that the bidder did submit the report for the period following from the date when the certificate was issued)*
- e) A Written Undertaking in compliance with Section 138 (2) of the Labour Act, 2007;
- f) Submit signed Bid Submission Form and other forms as stipulated in the bid document.

### 15. Commencement date of Assignment

If the contract can be satisfactorily concluded within 30 days from the closing of the bid, you will be expected to take up/commence with the assignment in seven (7) working days' time after that or anytime determined at negotiated with NHE.

### 16. Tax Liability

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

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

**17. Insurance**

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

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

We will appreciate if you would inform us by email at [procurement@nhe.com.na](mailto:procurement@nhe.com.na)

- a) Your acknowledgement of the receipt of this Letter of Invitation within two (2) days; and
- b) Further indicate whether you will be submitting the proposal.

**19.** NHE would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,



**Ms. Noreen Siyanga**  
**Secretary: Procurement Committee**

**Enclosures:**

**Annexure 1: Terms of Reference.**

**Annexure 2: Supplementary Information to Consultant.**

**Annexure 3: Instruction for preparation of bid**

**Annexure 4: Contract under which service will be performed**

**Annexure – 1****TERMS OF REFERENCE FOR****THE PROVISION OF CONSULTANCY SERVICES FOR THE DESIGN, BUILD AND SUPERVISION OF THE CONSTRUCTION OF SUPPLEMENTARY STORMWATER SYSTEM TO THE NHE HOUSING DEVELOPMENT IN TSEIBLAAGTE, KEETMANSHOOP****1. Background**

The National Housing Enterprise (NHE) was established by the National Housing Enterprise Act 5 of 1993 as amended. The company is wholly owned by the Government of the Republic of Namibia. NHE has a dual mandate namely, provision of housing needs for the inhabitants and housing financing in Namibia.

NHE constructed 77 houses in Tseiblaagte, Keetmanshoop which was constructed successfully by the contractor.

The above normal rainfall in the area necessitated NHE to appoint an independent consultant to review the Flood Hydrology at the development to evaluate the current stormwater layout as requested by the Town Council of Keetmanshoop.

The assessment discovered that the first design which was done as part of the Council requirement during the land acquisition will not yield sufficient protection to the NHE properties as envisaged, therefore the need for a redesign and build of supplemental stormwater drainage is needed.

NHE seek the services of a consultant to design, build and supervision of the construction of supplementary stormwater system to the NHE housing development in Tseiblaagte, Keetmanshoop.

**2. Location**

The area is located in Tseiblaagte, Keetmanshoop, Namibia.

Bidders should familiarize themselves with the site before submitting a bid. The development is adjacent the B1 Road in the western side of Tseiblaagte, Keetmanshoop Town.

**3. Scope of Services****a) Objective of the Services**

The objective of the Services is to ensure that the development is protected from possible flooding and damage to the properties by design and built a stormwater system which address the short coming as highlighted in the Flood Hydrology.



## b) Duration of the Services

The expected duration of the services and works is expected to be one (2) months.

## c) Duties

The duties will include but are not limited:

- i. to the normal services for the Civil Engineering as set out in the Engineering Profession Act 18 of 1986;
- ii. the consultant will be responsible for design, build and supervision of construction of the supplementary stormwater system for the NHE development only;
- iii. preparation of stormwater system drawings to be submitted for approval to the Keetmanshoop Town Council including all requirements thereof;
- iv. submit the approved drawings to NHE on completion for the successful implementation of the tasks to be accomplished;
- v. appoint a competent contractor for the construction of the designed supplementary stormwater system for the NHE development in Tseiblaagte, Keetmanshoop only;
- vi. to ensure that that the appointed contractor possess the necessary technical requirements, as it may be determined by the consultant, to carry out the exercise of the construction of the supplementary stormwater system for the NHE development;
- vii. to provide NHE, upon request, with the evaluation carried out by the consultant to select the said contractor for the construction of the supplementary stormwater system for the NHE development.

## 4. Supplementary Information

### a) Proposals

The proposal should include the following information and will be evaluated as per the evaluation criteria set out in the bid document:

- i. Technical Proposals
  - Curriculum Vitae of proposed expertise in both the design/supervision as well as construction experience (or experience of proposed sub-contractor)
  - Proof of valid Membership with Professional bodies governing your profession in Namibia.
  - Proof of Professional Indemnity insurances.
  - An outline of recent experience on comparable assignments/ projects executed during the last five years.
  - Any comments or suggestions on the Consultant on the Terms of Reference (TOR).

- Indicative concept design of proposed mitigation measures.
- A description of the way the Consultant would plan to execute the work.
- ii. **Financial Proposals**
  - A financial proposal that include a detailed cost breakdown as per key deliverables, including but not limited to estimated total cost and provisions for contingencies.

**b) Deliverables**

The following deliverables will be applicable:

- i. Bid including above technical proposal and cost of services and construction;
- ii. Concept design;
- iii. Detailed design incl. municipal approval; and
- iv. Completed works

**c) Data, Local Services, Personnel and Facilities to be provided by client**

The following will be provided by the client (NHE):

- i. Redacted Flood Mitigation Study as with this report, (this includes information on the circumstances around the flood report, but excludes any proposed mitigation design information); *please see flood mitigation study, as an addition to this document*
- ii. Assistance as required in liaison with local authorities.

**Annexure - 2****SUPPLEMENTARY INFORMATION FOR CONSULTANTS****Proposals**

Proposals should include the following information:

**Technical Proposals**

- a. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) - The Consultant must describe how it will deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the key deliverable of NHE.
- b. Key consultants' qualifications and competence for the service:
  - i. Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
  - ii. CVs demonstrating qualifications must be submitted (Form NHE F-2); and
  - iii. Written confirmation from each person that they are available for the entire duration of the contract.
- c. Consultant's Track Record - An outline of recent experience on comparable assignments/ projects executed during the last five years which proof successful experience in conducting similar exercises (Form NHE F-3) – (attached three (3) contactable references letter).
- d. Expertise of the Consultant – Detailed Company Profile describing the nature of business, field of expertise, licenses, certifications and accreditations. Attaching all mandatory documents as required under Clause 13.

**Financial Proposals**

The financial proposals should be given in the form of summary of Contract estimate (Form NHE F- 4) and must include a detailed cost breakdown as per key deliverables, including but not limited to estimated total cost and provisions for contingencies (Form may be amended as appropriate).

**Submission of Proposals**

- a. The proposals shall be submitted in one (1) original and one (1) copy).
- b. Technical and Financial proposals must be submitted in separate envelopes.

**Contract Negotiations**

- a. The negotiations aim 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 a 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.

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

## Annexure – 3

**INSTRUCTION FOR PREPARATION OF BID**

**TITLE: THE PROVISION OF CONSULTANCY SERVICES FOR THE DESIGN, BUILD AND SUPERVISION OF THE CONSTRUCTION OF SUPPLEMENTARY STORMWATER SYSTEM TO THE NHE HOUSING DEVELOPMENT IN TSEIBLAAGTE, KEETMANSHOOP**

**Ref no: CS/RP/NHE-04/21/22**

**Please use suggested instructions below on how to prepare your bid.**

1. Please give your best proposal in response to the RFP.
2. Submit two separate proposals in separate envelopes, one for Technical proposal and the other for Financial proposal (Each proposal should be submitted in 1 original and 1 copy).
3. Complete your response as follows:
  - (i) Complete the Bid submission **Form NHE.F-1**.
  - (ii) Mandatory Requirements –

The following mandatory documents are required:

- (have a valid certified copy by the relevant Commissioner of Oath of company registration certificate.
- a valid original or certified copy by the Commissioner of Oath of good standing tax certificate (only applicable to Namibian companies).
- a valid original or certified copy by the Commissioner of Oath of Good Standing Social Security Commission certificate or equivalent in your country (only applicable to Namibian companies).
- a valid certified copy by the Commissioner of Oath of company registration certificate of Affirmative Action Compliance Certificate or in 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 or a certificate equivalent to the Affirmative Action as applicable in your country (only applicable to Namibian companies).

*(in the event that the Affirmative Action Compliance Certificate submitted is over 12 months from the date of issue, bidder must furnish a confirmation letter from the Employment Equity Commission indicating that the bidder did submit the report for the period following from the date when the certificate was issued)*

- (iii) Complete and sign the Bid Securing Declaration **Form NHE.F-2** and include the form in the Technical Proposal envelope.

- (iv) Formulate your Technical Proposal in response to the TOR in Annexure – 1 and use **Form NHE.F-3** as guide. **Form NHE.F-3** shall be included in the Technical Proposal envelope.
- (v) Include the curriculum vitae/ resume for principal facilitators/experts who will engage in this assignment. **Use Form NHE.F-4. NHE. F-4** and include form in the Technical envelope.
- (vi) Include the list of completed assignment of similar nature. Use **Form NHE.F-5** and include form in the Technical envelope.
- (vii) Formulate your Financial Proposal by completing **Form NHE.F-6**. Please note that currency is Namibia Dollars. **Form NHE.F-6** shall be included in the Financial Proposal envelope.
- (viii) Complete and sign the self-declaration of the conditions of non-eligibility. Use **Form NHE.F-7**.
- (ix) Complete and sign 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 sub-clause 6.2 of the General Conditions of Contract if it is awarded the Contract or part thereof **Form NHE.F-8**.

The Proposals shall be submitted in two separate envelopes, one should be marked “Technical Proposal” and the other marked “Financial Proposal”, dully marked as follows:

Bid Reference Number: **CS/RP/NHE-04/21/22**”; and

Titled : **PROVISION OF CONSULTANCY SERVICES FOR THE DESIGN, BUILD AND SUPERVISION OF THE CONSTRUCTION OF SUPPLEMENTARY STORMWATER SYSTEM TO THE NHE HOUSING DEVELOPMENT IN TSEIBLAAGTE, KEETMANSHOOP**

***Please make sure that your Financial proposal (Form NHE.F-6) is properly sealed.***

One (1) original and one (1) copy of each of the proposals to be deposited into the Bid box situated at **NHE Head Office Reception, 7 General Murtala Muhammed Avenue, Eros, Windhoek** on or before **Wednesday, 24 November 2021 at 10h00 am, Namibian time.**

All envelopes should bear details of the bidding company.

**Bidders must note that packaging of technical and financial proposals in one document might result in automatic disqualification.**

**Only technical proposals will be opened and read out at bid opening session to be held on Wednesday, 24 November 2021 at 10h15 am, at NHE Head Office Lecture Hall, 7 General Murtala Muhammed Avenue, Eros, Windhoek.**

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**BID SUBMISSION FORM**

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

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

**PROVISION OF CONSULTANCY SERVICES FOR THE DESIGN, BUILD AND SUPERVISION OF THE CONSTRUCTION OF SUPPLEMENTARY STORMWATER SYSTEM TO THE NHE HOUSING DEVELOPMENT IN TSEIBLAAGTE, KEETMANSHOOP**

I/We \_\_\_\_\_herewith enclose Technical and Financial Proposals for selection as Consultant for the .....[*name of public entity*].

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: \_\_\_\_\_



## BID SECURING DECLARATION

(Section 45 of Act)  
(Regulation 37(1)(b) and 37(5))

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

Procurement Ref No.: \_\_\_\_\_

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)

## Form NHE.F-3

**TECHNICAL PROPOSAL RESPONSE**

<b>Item</b>	<b>Instruction</b>	
Request for proposal response	Attach/Append your response to the scope in the Terms of Reference. Annexure 1. Demonstrate how you will meet the implementation/ requirements in the scope of Terms of Reference	
Outline Plan (if applicable)	Attach/Append the implementation plan/ schedule. Please provide the intent starting and the completion dates of the project.	
Consultant(s) Resume	Attach/Append the resume (CV) for key consultant(s) for the engagement. Please use the suggested format <b>FORM NHE.F-4</b>	
List of previous engagement	List of similar assignment for the last 5 years. Use <b>Form NHE.F-5</b>	
Comments to the TOR	Any comments or suggestions of the Consultant on the Terms of Reference (TOR).	
Comments on services and facilities	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).	

This offer is valid for \_\_\_\_\_ days.

**Technical proposal authorized by:**

Name:		Signature:	
Position:		Date:	
Authorised for and on behalf of:	Company:		

**FORM NHE F-4**

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

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

SI.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.)

**FORM NHE.F-6****FINANCIAL PROPOSAL**

*[Complete the unit and total prices for each item listed below. The quantities shown below are approximate and not subject to re-measurement for payment purposes.]*

<b>Item No</b>	<b>Brief Description of Works</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price N\$</b>	<b>Total Price N\$</b>
<b>A*</b>	<b>B*</b>	<b>C*</b>	<b>D*</b>	<b>E</b>	<b>F</b>
<b>Subtotal</b>					
<b>VAT @        %</b>					
<b>Total</b>					

**FORM NHE.F-7**

**SELF-DECLARATION**

**TITLE: THE PROVISION OF CONSULTANCY SERVICES FOR THE DESIGN, BUILD AND SUPERVISION OF THE CONSTRUCTION OF SUPPLEMENTARY STORMWATER SYSTEM TO THE NHE HOUSING DEVELOPMENT IN TSEIBLAAGTE, KEETMANSHOOP**

**Ref no: CS/RP/NHE-04/21/22**

I/We the undersigned declare that:

- 1) I / we are not blacklisted by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission.
- 2) I/ we are not blacklisted by African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group.
- 3) I/ we will 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.
- 4) I/ we will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest.
- 5) I/ we will not seek, attempt to obtain or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2021

Signature (of duly authorised officer): \_\_\_\_\_.

Full Name and Designation: \_\_\_\_\_  
\_\_\_\_\_

**AN UNDERTAKING ON THE PART OF THE BIDDER FORM**



**Republic Of Namibia**

**Ministry of Labour, Industrial Relations and Employment Creation**

**Witten undertaking in terms of section 138 of the Labour Act, 2007 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.

## BID EVALUATION CRITERIA

**TITLE: THE PROVISION OF CONSULTANCY SERVICES FOR THE DESIGN, BUILD AND SUPERVISION OF THE CONSTRUCTION OF SUPPLEMENTARY STORMWATER SYSTEM TO THE NHE HOUSING DEVELOPMENT IN TSEIBLAAGTE, KEETMANSHOOP**

**Ref no: CS/RP/NHE-04/21/22**

### 1) Evaluation Method

The Least Cost and Acceptable Quality Selection Method (as defined in the Public Procurement Act section 27(b) (iv) will be applied for this Request for Proposal.

### 2) Evaluation Process

The proposal will be evaluated according to the method stated in the Letter of Invitation

#### 2.1 Stage 1: Preliminary Evaluation

The table below will be used for evaluation of the first stage. Consultants shall comply with all the criteria listed in the table below for further evaluation. All certifications are to be done by a **Commissioner of Oath**.

<b>Stage 1: Preliminary Evaluation</b>			
<b>2.1.1 Mandatory Requirements</b>			
<b>Criteria</b>	<b>Yes/Pass</b>	<b>No/Fail</b>	<b>Supporting Document</b>
Company Registration			Certified copy of Founding Statement or Company Registration Certificate
A valid original or certified copy of good standing Tax Certificate			Good Standing Tax Certificate
A valid original or certified copy of good standing Social Security Certificate			Good Standing Social Security Certificate
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.			Affirmative Action Compliance Certificate

<i>(in the event that the Affirmative Action Compliance Certificate submitted is over 12 months from the date of issue, bidder must furnish a confirmation letter from the Employment Equity Commission indicating that the bidder did submit the report for the period following from the date when the certificate was issued</i>			
Bid Submission Form			Form NHE.F-1
Bid Securing Declaration			Form NHE.F-2
An Undertaking in terms of section 138 of the Labour Act, form			Form NHE.F-8
<b>2.1.2 Eligibility Criteria</b>			
<b>Criteria</b>	<b>Yes/Pass</b>	<b>No/Fail</b>	<b>Supporting Document</b>
Consultant shall not be declared ineligible by the Government of Namibia at deadline of RFP submission.			Form NHE.F-7
Consultants shall not appear on ineligibility list of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group.			Form NHE.F-7
Consultants shall submit statement on past and present declaration of ineligibility if any.			Form NHE.F-7
<b>2.1.3 Qualification Criteria</b>			
<b>Criteria</b>	<b>Yes/Pass</b>	<b>No/Fail</b>	<b>Supporting Document</b>
Consultant/Team Leader shall have the necessary qualifications in the related fields, with a minimum of 10 years relevant experience			Attach Certified copies of Qualification
Consultant/Team Leader shall submit certified copies of accreditation or valid membership with professional bodies governing the profession in Namibia			Attach Certified copies of Accreditation
Consultant/Team Leader must have provided three different services of similar nature, in the last five (5) years.			Form NHE.F-5

Consultants who fully comply with Stage 1: Preliminary Evaluation, will be further evaluated technically in Stage 2.

## 2.2 Stage 2: Technical Evaluation Criteria (70 points)

Bidders are required to obtain a minimum score of 70% to be considered technically compliant. The technical proposal will be assessed on the following criteria:

<b>Technical Evaluation Criteria (Stage 2)</b>		
<b>No</b>	<b>Item Description</b>	<b>100 Points</b>
<b>1</b>	<p><b>Consultant Track Record</b></p> <p>Experience in engineering services of similar nature (attached list of previous and current relevant clientele – Attach proof of three (3) recent contactable reference (Reference verification will be done) These references letters should include the name of the entity, nature of contract, contact person and office telephone number and email address.</p> <p>This information should be presented as follows:</p> <ol style="list-style-type: none"> <li>Detailed company profile provides a portfolio describing the nature of business, field of expertise, licenses, certifications and accreditations. Any relevant and related work and assignments delivered by the Consultant.</li> <li>Business addresses (trading, telephones numbers, contact persons and email, as well demographics information such as employees and physical facilities such as offices</li> <li>An outline of recent experience on comparable assignments/ projects executed during the last five years</li> </ol>	<b>(30)</b>
<b>2</b>	<p><b>Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)</b></p> <p>A description of the way the Consultant would plan to execute the work.</p> <p>The number of points to be assigned for this criterion shall be determined considering following:</p> <ol style="list-style-type: none"> <li>The methodology is clear and complete: all key deliverables, resources mobilised, list of activities, risks and assumptions are included.</li> <li>The methodology is relevant: it brings an added value to the TORs and contains innovations</li> <li>The work plan is detailed, realistic and in line with the TORs and proposed methodology</li> <li>The number of consultants and the expected number of working days for each consultant are adequate to satisfactorily perform each activity</li> </ol> <p>Understanding of the assignment based on the appropriateness of the work plan</p>	<b>(20)</b>

	Work plan includes a list of the proposed personnel and the tasks that would be assigned to each personnel	
<b>3</b>	<b>Indicative concept design of proposed mitigation measures.</b>	<b>(10)</b>
<b>4</b>	<b>Key Consultants' qualifications and competence for the Services</b> The number of points to be assigned for this criterion shall be determined considering the following:	<b>(30)</b>
	<b>1. Position: Lead Consultant</b> a. General qualifications in the related field (such Diplomas, Degrees, Postgraduate Qualifications in Engineering etc.) <b>Kindly attach proof of certified copies of qualifications</b> b. Adequacy of the services (relevant education, training, experience in related engineering fields) c. Relevant experience in engineering services of similar nature d. Number of years of experience	<b>15</b>
	<b>2. Position: Team Members</b> a. General qualifications in the related field (such Diplomas, Degrees, Postgraduate Qualifications in Engineering etc.) <b>Kindly attach proof of certified copies of qualifications</b> b. Adequacy of the services (relevant education, training, experience in related engineering fields) c. Relevant experience in engineering services of similar nature d. Number of years of experience	<b>15</b>
<b>5</b>	<b>Proof of Professional Indemnity insurances.</b>	<b>(10)</b>

### 2.3 STAGE 3: Financial Evaluation

Only Bids that have passed with a minimum technical score of **70 %** shall have their prices evaluated. The lowest Price from the technically compliant Bids will be recommended for award.

**Annexure 4**



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

**CONSULTANCY SERVICE CONTRACT**

**BETWEEN**

*THE National Housing Enterprise*

**AND**

.....(Consultant's Name)

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**THIS SERVICE CONTRACT** entered into this ..... [date], between the *National Housing Enterprise* [hereinafter called the "Public Entity"] and .....(hereinafter called the "Consultant").

**WITNESS THAT:**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

- 6.1 Except with the prior written consent of the Public Entity, the Consultant shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
  - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

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

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

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

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

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

## **ARTICLE IX**

### **TERMINATION OF CONTRACT**

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

## **ARTICLE X**

### **DISPUTE SETTLEMENT**

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract

which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

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

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

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

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

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

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

**FOR NHE**

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

**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 Contract to be signed in their respective names in two original counterparts in English on the date first above written.

SIGNED IN DUPLICATE AT ..... ON THIS  
..... DAY OF .....2021 AND IN THE  
PRESENCE OF THE UNDERSIGNED WITNESSES

\_\_\_\_\_  
**For the National Housing Enterprise**  
**MR. GISBERTUS MUKULU**  
**CHIEF EXECUTIVE OFFICER**

NAME AND SIGNATURE OF WITNESSES:

1. \_\_\_\_\_  
Name, Position and signature

2. \_\_\_\_\_  
Name, Position and signature

SIGNED IN DUPLICATE AT ..... ON THIS  
..... DAY OF .....2021 AND IN THE  
PRESENCE OF THE UNDERSIGNED WITNESSES

\_\_\_\_\_  
**CONSULTANT REPRESENTATIVE**

NAME AND SIGNATURE OF WITNESSES:

1. \_\_\_\_\_  
Name, Position and signature

2. \_\_\_\_\_  
Name, Position and signature