



REQUEST FOR PROPOSAL FOR

**PROVISION OF ENGINEERING CONSULTANCY SERVICES TO
THE NATIONAL HOUSING ENTERPRISE (NHE) AT**

NKURENKURU FOR:

- THE DESIGN OF BULK MUNICIPAL SERVICES, PREPARATION OF A DETAILED ESTIMATE AND BIDDING DOCUMENTS; AND
 - THE SUPERVISION OF THE CONSTRUCTION OF BULK MUNICIPAL SERVICES.
-

PROCUREMENT REFERENCE NO:

CS/RP/NHE-07/22/23

ISSUED ON:

16 JUNE 2023

CLOSING DATE:

28 JULY 2023 @ 10H00 AM

COST: FREE

Name of Bidder:	<div></div>
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National Housing Enterprise

7 Gen. Murtala Muhammed Ave, Eros, Windhoek, NAMIBIA

Tel: 061 2927111, Fax: 061 222 941,

procurement@nhe.com.na

www.nhe.com.na



PROCUREMENT MANAGEMENT UNIT

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 P. O. Box 20192, Windhoek www.twitter.com/nhe_namibia
 +264 (0) 61 292 7240 procurement@nhe.com.na
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LETTER OF INVITATION

Dear Prospective Consultant

SUBJECT: PROVISION OF ENGINEERING CONSULTANCY SERVICES TO NHE AT NKURENKURU – CS/RP/NHE-07/22/23

1. You are hereby invited to submit technical and financial proposals for the provision of engineering consultancy services for the National housing Enterprise at Nkurenkuru for:
 - the design of bulk municipal services, preparation of a detailed estimate and bidding documents; and
 - the supervision of the construction of bulk municipal services.
2. The Consultant's duties will include but are not limited to normal services for Civil Engineering as set out in the Engineering Profession Act 18 of 1986. The purpose of this assignment is to:
 - a) design bulk municipal services, prepare detailed estimate and bidding documents of works as well as supervise the construction works of bulk municipal services for the NHE development in Nkurenkuru.
 - b) prepare sewer, stormwater, water, and gravel road drawings to be submitted for approval to the Nkurenkuru Town Council including all requirements thereof.
 - c) prepare electrical reticulation drawings to be submitted for approval to the Nkurenkuru Town Council and/or NORED including all requirements thereof.
 - d) submit the approved drawings to NHE on completion for the successful implementation of the tasks to be accomplished.
 - e) assist NHE with the evaluation criteria and selection of a competent service provider for the construction works of bulk municipal services.
 - f) ensure that the appointed service provider carries out the works as specified in the bidding document and approved drawings.
 - g) ensure that proper project supervision is carried out during the construction works of bulk municipal services and continuously report to NHE project manager on progress of the project. Any incompetencies challenges by the appointed to contractor or on the project should immediately be brought to the attention of the project manager.
 - h) to finalize as-built drawings and close off the project in accordance with the Town Councils requirements and hand over completed services to the Town Council.

3. This is a once-off procurement, and the consultant will be appointed for the duration of the project. The construction works of bulk municipal services will be as the follows:
 - Extension 13 Nkurenkuru.
4. 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]
5. Any request for clarification should be forwarded in writing to NHE, email procurement@nhe.com.na. 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 consultants/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

- 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.

8. Technical Requirements

This task will be completed by a consultant having submitted a proposal which include the following information.

- a) Curriculum Vitae of proposed expertise
- b) Proof of valid Membership with Professional bodies governing the profession in Namibia.
- c) Proof of Professional Indemnity insurances.
- d) An outline of recent experience on comparable assignments/ projects executed during the last five years which proof successful.

- e) Any comments or suggestions on the Consultant on the Terms of Reference (TOR).
- f) A description of the manner in which the Consultant would plan to execute the work.

9. Submission of Proposals

The proposals from the consultants shall be submitted in two (2) separate envelopes and each accompanied by a copy, namely Technical and Financial proposals, and should follow the form given in Annexure 2 - "Supplementary Information for Consultants".

The proposals must be deposited in the Bod Box placed at the National Housing Enterprise, 7 General Murtala Muhammed Avenue Eros, Windhoek on or before Friday, 28 July 2023 at 10h00 am.

Proposals should **not** be forwarded by electronic mail. Late bids will be rejected.

10. Evaluation of proposals

The evaluation of proposals will be carried out as per the criteria indicated in Annexure 3 of the bidding document.

11. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement.

Proposals from Consultants should score at least 80% for the Technical Proposals to be retained for further consideration.

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.

12. Rights of 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.

13. Duration of Assignment

The expected duration of the services expected are phased as follows:

- Concept design of Services. – 1 month (September 2023)
- Detailed design and approval – 2 months (October & November 2023)
- Cost estimate of works designed and preparation of bidding document – 2 months (December 2023 & January 2024).
- Project supervision once contractor has been appointed for the construction works. – 12 months

Total Duration – 16 Months

14. Validity of Proposal

You are requested to hold your proposal valid for ninety (90) 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.

15. Mandatory Requirements

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

- a) a certified copy of the Company registration, clearly indicating shareholders and principals contact details - 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.
- 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 consultant is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.
- e) a Written Undertaking in compliance with Section 138 (2) of the Labour Act, 2007.
- f) submit signed Bid Submission Form.

16. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded within 60 days from the closing of the bid, you will be expected to take up/commence with the assignment as need arise and as instructed by NHE.

17. Tax Liability

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

18. Insurance

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

19. Confirmation of Invitation to submit proposal

We will appreciate if you would inform us by email at 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.

NHE would like to thank you for considering this invitation for submission of proposals.
Yours faithfully,

A handwritten signature in black ink, appearing to read 'Noreen Siyanga', with a stylized flourish at the end.

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 ENGINEERING CONSULTANCY SERVICES TO NHE AT NKURENKURU – CS/RP/NHE-07/22/23

1. Background

The National Housing Enterprise (NHE) is a public entity established by the National Housing Enterprise Act, 1993 (Act No. 5 of 1993) and mandated with the provision and financing of housing needs for inhabitants of Namibia.

The National Housing Enterprise has acquired 100 serviced erven in extension 13 Nkurenkuru. The 100 erven were further consolidated and subdivided into 171 erven; thus, the existing services need to be re-aligned to accommodate the extra 71 erven.

The aim is to develop the extensions consisting of a total of 100 erven, inclusive of the separate 71 erven stated above, by designing a full set of the following bulk municipal services:

- Sewer,
- Water,
- Electrical reticulation,
- Gravel road, and
- Stormwater

Please find attached to the bidding document, the Township Establishment and Layout approvals. For further information relating to the establishment and layout, kindly contact the town council or alternatively seek clarification as indicated in the bidding document.

2. The Services

The Objective of the engineering consultancy services is to ensure that the new townships and extension, consisting of 171 erven, have full bulk services which are the result of a practical, optimum and cost-efficient design by the consultant. The intention is to realign the services and reroute the existing services or have new connection points at the new erven. Whichever is more practical and cost-efficient.

NHE intends to embark on housing development project on these erven in the near future and therefore, the land should be fully serviced and inhabitable.

The construction works of bulk municipal services is excluded from the scope of works and the following consultancy services are required from the consultant:

- 2.1. Design bulk municipal services (prepare and submit designs for approval).
- 2.2. Prepare a detailed estimate and bidding documents for the construction works of bulk municipal services.
- 2.3. Supervise the construction works of bulk municipal services.

3. Contract duration and fees

a) Duration of the initial contract

- Concept design of Services. – 1 month (September 2023)
- Detailed design and approval – 2 months (October & November 2023)

- Cost estimate of works designed and preparation of bidding document – 2 months (December 2023 & January 2024).
- Project supervision once contractor has been appointed for the construction works. – 24 months (anticipated to commence in April 2024).
- Total Duration – 16 Months

b) Payment

Payments will be made to the Service Provider based on key deliverables completed and signed off by NHE.

4. Scope of work / Bidder's key expected deliverables

- a) Technical proposal and cost breakdown of services
- b) Concept design of services.
- c) Detailed design incl. municipal approval; and
- d) Cost estimate of works designed for works contractor purposes.
- e) Preparation of a bidding document for the construction works of bulk municipal services.
- f) Project supervision of appointed contractor for the construction of bulk municipal services.

5. Key Competencies and Qualifications of the Successful Bidder

The Bidder must provide the following information and relevant documentary proof, that will form part of the technical evaluation:

- Curriculum Vitae of proposed expertise
- 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 which proof successful.
- Any comments or suggestions on the Consultant on the Terms of Reference (TOR).
- A description of the approach the Consultant would plan to execute the work, including timeframes.

6. Contracting Parties

The contract will be signed between the National Housing Enterprise (NHE) and the appointed consultant, in accordance with standard agreement of either party.

7. Date of Commencement

The appointed consultant shall commence with the assignment upon the signing of the Contract.

8. Duration of the assignment

Total Duration 16 Months, or any other time as it might be determined by the progress on the project.

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

1. 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) Track Record - An outline of recent experience on comparable assignments/ projects executed during the last five years which proof successful experience in conducting executive recruitment exercises (Form NHE F-3) – (attached three (3) contactable references letter).

d) Expertise of the Consultant or Firm – Detailed Company Profile describing the nature of business, field of expertise, licenses, certifications, and accreditations. Attaching all mandatory documents as required under Clause 12.

Financial Proposals

a) A financial proposal that includes a detailed cost breakdown as per key deliverables, including but not limited to estimated total cost and provisions for contingencies.

Data Local Services, Personnel and Facilities to be provided by client.

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

- i. Township Establishment and Layout Approvals
- ii. Assistance as required in liaison with local authorities.

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

1. 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.
2. 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: PROVISION OF ENGINEERING CONSULTANCY SERVICES TO NHE AT NKURENKURU – CS/RP/NHE-07/22/23

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.
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).
- (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**.
4. The Proposals shall be submitted in two separate envelopes.
- one should be marked “Technical Proposal” and
 - the other marked “Financial Proposal”,
 - dully marked with Bid Number “RFP No: **CS/RP/NHE-07/22/23**” and
 - Titled “**PROVISION OF ENGINEERING CONSULTANCY SERVICES TO NHE AT NKURENKURU – CS/RP/NHE-07/22/23**”.
 - ***Please make sure that your financial proposal (Form NHE.F-6) is properly sealed***
 - To be deposited into the Bid box on or before: **Friday, 28 July 2023 at 10h00 am, Namibian time.**

All envelopes should bear details of the bidding company.

Bidders must note that if technical and financial proposals are packaged in one document, it will warrant automatic disqualification.

FORM NHE F-1

BID SUBMISSION FORM

From: _____

To: _____

**PROVISION OF ENGINEERING CONSULTANCY SERVICES TO NHE AT NKURENKURU –
CS/RP/NHE-07/22/23**

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: _____

FORM NHE.F-2**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**

Item	Instruction	
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 FORM NHE.F-4	
List of previous engagement	List of similar assignment for the last 5 years. Use Form NHE.F-5	
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 10 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.)

FORM NHE.F-6**FINANCIAL PROPOSAL****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 Diem ³ :	Room charge	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
(b) Air fare:					_____
(c) Lump Sum Miscellaneous Expenses ⁴ :					_____
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, portage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

FORM NHE.F-7**SELF-DECLARATION**

Title: **PROVISION OF ENGINEERING CONSULTANCY SERVICES TO NHE AT NKURENKURU – CS/RP/NHE-07/22/23**

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 _____ 20_____

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: PROVISION OF ENGINEERING CONSULTANCY SERVICES TO NHE AT NKURENKURU – CS/RP/NHE-07/22/23

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: Evaluation of Mandatory Requirements

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**.

Stage 1: Preliminary Evaluation			
Mandatory Requirements			
Criteria	Yes/Pass	No/Fail	Supporting Document
Company Registration, Clearly indicating shareholders and principals contact details. Kindly attach certified copies of all Namibian shareholders identification documents or passports			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
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
Eligibility Criteria			
Criteria	Yes/Pass	No/Fail	Supporting Document
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

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

2.2 Stage 2: Evaluation of Technical Proposals (80 %)

Bidders are required to obtain a minimum score of 80% to be considered technically compliant. The technical proposal will be assessed on the following criteria:

Technical Evaluation Criteria (Stage 2) = 100 %				
No	Item Description	Criteria	Sub-Scores	Total Score
1	TRACK RECORD			30%
	References must include list of specific experience in the project area and indicate proven ability in developing detailed designs and implementing similar projects by the firm and the individuals to be involved in the project. A company profile with detailed information on contracts of similar nature carried out in the last 8 years should be provided.			
	Experience in engineering processes in terms of: - design of bulk municipal services - preparation of a detailed estimate and bidding documents of works; and - supervision of construction works of bulk municipal services (sewer, water, stormwater, electrical reticulation, and gravel roads) (attached list of previous and current relevant clientele) Attach proof of three (3), or more recent (not older than 8 years) contactable references. Reference verification will be done. Reference letters should include the name of the entity, nature (scope) of contract, contact person and office telephone number and email address. The onus is on the bidder to provide the correct contact details. No responsiveness of the referees can affect the scoring. False referencing can lead to immediate disqualification and will have consequences.	3 reference letters + supporting evidence	30%	
		2 reference letters + supporting evidence	20%	
		1 reference letter + supporting evidence	10%	
		None	0%	
2	WORK PLAN / METHODOLOGY			30%
	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs) The number of points to be assigned for this criterion shall be determined considering the following and the weight allocated to each criterion below will contribute to the overall score of 30% *All criteria from a) to e), below totals 100%			
	a) The methodology is clear and complete: all key deliverables, resources mobilised, list of activities, risks and assumptions are included: Weight 30%			
	b) The methodology is relevant: it brings an added value to the TORs and contains innovations: Weight 15%			
	c) The work plan is detailed, realistic and in line with the TORs and proposed methodology: Weight 15%			

	d) The proposal conforms to the timelines indicated in the invitation: Weight 15%			
	e) Work plan includes a list of the proposed personnel and the tasks that would be assigned to each personnel: (NB, kindly attach certified copies of proofs of citizenship, relevant qualifications, and professional registrations of each personnel listed. CVs should also be submitted) Weight 15%			
	f) Understanding of the assignment based on the appropriateness of the work plan: Weight 10%			
	Work Plan / Methodology meets the following as per the set criteria above:	70-100%	30%	
		50-69%	15%	
0-49%		0%		
3	SERVICE-IN-HOUSE CAPABILITIES			30%
	Key Consultants' qualifications and competence for the Services of similar nature			
	Position: Consultant			
	The number of points to be assigned for this criterion shall be determined considering following:			
	a) Brief curriculum vitae of personnel who will be assigned to the assignment. Include the number of executive and professional personnel by skills and qualifications which will be employed to carry out the work.	15%		
	b) Certified copies of relevant qualifications of personnel.	10%		
4	c) Proof of valid Membership with Professional bodies governing the profession in Namibia.	5%		5%
	PROFESSIONAL MEMBERSHIP (CONSULTANCY FIRM)			
	Proof of valid Membership with Professional bodies governing your profession in Namibia.	Proof Provided	5%	
		None	0%	
5	INSURANCE			5%
	Proof of Professional Indemnity insurances	Proof Provided	5%	
		None	0%	
		TOTAL		

Only Bids that have passed with a minimum technical score of **80%** shall have their financial proposals evaluated.

Financial proposals of consultants who did not pass the technical evaluation will not be opened and it will be kept by NHE for record purposes.

2.3 STAGE 3: Evaluation of Financial Proposal

Consultants may submit more detailed quotations in addition to **FORM NHE.F-6** of this document

Financial proposals are to include the names, title, hourly rates, overhead factors, and any other details by which the overall and project element costs have been derived. Evaluation of rates will be based on ACEN Recommended Fee Scales.

The financial proposal is to relate in detail to each item of the proposed work plan, including the respondent suggested project elements and respondent-suggested contingencies, if any. (this refers to any other items not stated in the bidding document, but deemed necessary or that will be required to meet the objectives of the assignment)

Please note that NHE is not obligated to award the contract to the bidder who submitted the lowest financial proposal.

The procurement contract will be awarded to the bidder having submitted the lowest evaluated substantially responsive bid which meets the qualification criteria specified in the bidding document and as per the approved ACEN rates.

2.4 Margin of Preference

In terms of the Code of Good Practice on Preferences, margin of preference means a percentage of price preference given to a bidder who meets the specified criteria as determined.

This code of good practice aims to promote, facilitate, and strengthen measures to implement the empowerment and industrialization policies of the Government by providing a framework for the application of preferences and reservations under the Act without compromising standards of goods, works and services and value for the money, grant exclusive preference to categories of local suppliers through reservations of certain procurement of goods and, works and services

Margin of preference will be applied, as per Annexure 8 of the Code of Good Practice, as follows on the total estimate on **FORM NHE.F-6**

CONSULTANCY SERVICES	
Namibian Shareholding	3%
Service rendered by Namibian team leader(s)	4%
Service rendered by Namibian employees (1% if between 50-60% of employees to render the service are Namibian citizens or 3% if more than 60% are Namibian citizens)	3%
TOTAL	10%

CONSULTANCY SERVICES (INDIVIDUAL)	
Namibian	5%
TOTAL	5%

*Documentary proof to substantiate the above should be submitted, with the Technical Proposal.

Annexure 4

CONTRACT No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

THE National Housing Enterprise

AND

..... *[CONSULTANT 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

OF20..... 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 OF20..... 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