



REQUEST FOR PROPOSAL

Issued on: 26 April 2022

CONSULTANCY SERVICE FOR DRAFTING OF A FIRE WATER RETICULATION PLAN FOR THE WINDHOEK MAIN CAMPUS AND HP CAMPUS

Procurement Reference No: SC/RP/UNAM- 01/2022

BIDDER'S NAME: _____
PHYSICAL ADDRESS: _____
TEL/CELL NO: _____
CONTACT PERSON: _____
E-MAIL: _____

Closing Date: 30 MAY 2022 – 15h00

**To be deposited in the Tender Box located at Administration
Building, Ground Floor.**

**NB: A PRE-BID MEETING WILL BE HELD VIA ZOOM/MS TEAMS.
LINK TO BE SHARED VIA EMAIL UPON REQUEST**

University of Namibia, Private Bag 13301, Mandume Ndemufayo Avenue, PioniersPark Windhoek
Telephone: +264 61 206 4855 Email: procurement@unam.na

Letter of Invitation

SC/RP/UNAM- 01/2022

26 April 2022

Dear Prospective Suppliers

Request for Proposals: Drafting of a Fire Water Reticulation Plan for the Windhoek Main Campus and HP Campus

1. The University of Namibia invites proposals from registered and reputable competent service providers to submit proposals for consultancy services to draft and develop a comprehensive of Fire Water Reticulation Plan for the university.
2. The prospective bidder will be selected under the **Quality and Cost Based Selection** Method and procedures as defined in this Request for Proposal, in accordance with Procedures as provided for in the Public Procurement Act of 2015.
3. The Request for Proposals includes the following documents:
 - a) Annexure - 1: Terms of Reference
 - b) Annexure - 2: Instruction for preparation of bid;
 - c) Annexure - 3: Bidding Forms;
 - d) Annexure - 4: Evaluation Criteria;
 - e) Annexure - 5: A sample format of the Service Contract, and
4. Queries, if any, should be addressed to Mr. Joseph Ihula, Assistant Director: Occupational Safety & Health Department, Main Campus, Tel: 061 206 3019, Email: jihula@unam.na. Request for clarifications should be received by Monday, 16 May 2022, seven (7) working 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.

Prospective bidders 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.

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 must be submitted in two (2) separate envelopes, namely Technical and Financial proposal, and should follow the form given in Annexure - 2 - "Instructions for preparation of bid". The proposals must be deposited into the bid box on or before, **Thursday, 30 May 2022 at 15:00 AM, Namibian time.**

Please note, the Technical proposal must only contain Technical information and should not contain any financial information (prices).

Proposals should be deposited in the Tender Box located at **University of Namibia, Administration Building Main Campus, Ground Floor, Windhoek, 26 May 2022 at 15h00.** Proposals delivered by post or hand should reach the University of Namibia by the same date and time at latest.

Large parcels must be hand-delivered to:

Chief Procurement Officer
 Consarve Kanyama
 University of Namibia
 Main Campus
 Office Z227

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

9. Evaluation and Award of Contract

The proposal will be evaluated by an ad hoc Bid Evaluation Committee (BEC) according to the following criteria:

- (a) The method for selection will be the **Quality and Cost Based Selection** (as defined in the Public Procurement Act section 27(b)(iv)).
- (b) The first phase of the evaluation will be based on Pass or Fail eligibility and qualifying criteria. Only, the Technical and Financial Proposals from consultants that pass the eligibility and qualification criteria will be retained for further consideration. Those that fail the eligibility and qualifying phase, shall have their financial proposals returned unopened.
- (c) The next phase is the technical evaluation. The evaluation and the selection will be based on the Evaluation Criteria in Annexure – 4, using the **Quality and Cost Based Selection Method**.
- (d) Using this method, UNAM has set a threshold ranking score of 70 points on the technical evaluation criteria. All proposals that fail to meet the minimum of 70 points will be rejected, and their financial proposals will be returned unopened.
- (e) The financial proposal of bidders that pass the technical evaluation will be opened and negotiations will start with the Consultant providing the best priced summary of Contract estimate. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.
- (f) If the negotiation with the selected Consultant is not successful, negotiations will start with the next best ranked Consultant and so on until an agreement with a Consultant is reached.
- (g) The contract will then be awarded to the successful bidder after successful negotiations with UNAM.

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

Technical Proposals should address and ensure that the prerequisite criteria have sufficiently been met in order to avoid any doubts that may lead to disqualifications of any proposal. In order to execute the works, various specialists or other team members may be assigned to assist the team leader.

10. Rights of the University

- (a) Please note that UNAM reserves the right to cancel the bidding process and not be bound to select any of the consultants submitting proposals, in accordance with section 54 of the Public Procurement Act.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract is not reimbursable as a direct cost of the assignment.

11. Duration of Assignment

It is estimated that the maximum duration of the assignment shall be for a period of **3 months**. You should base your financial proposal on these figures, giving an indication of man-weeks/months considered necessary by you to undertake the assignment, including sufficient interfacing with UNAM representatives. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

12. Validity of Proposal

You are requested to hold your proposal valid for **90 days** from the submission deadline of proposals during which period you will maintain without change, your proposed price. UNAM will make its best efforts to finalize the agreement within this period.

13. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded by both parties, the successful bidder will be expected to commence work within 30 days after the closing date of this RFP. The exact commencement date will be finalized during the negotiations stage with the Consultant.

14. Tax Liability

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

15. Insurance

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

16. Confirmation of Invitation to submit proposal

Please inform us in writing at the following address: tenders@unam.na , upon receipt

- (a) Your acknowledgment of the receipt of this Letter of Invitation within 3 days; and
- (b) Further indicate whether or not you will be submitting the proposal.

17. UNAM would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

VERONICA MUNGONENA
HEAD: PROCUREMENT MANAGEMENT UNIT

Enclosures:

Annexure - 1: Terms of Reference.

Annexure - 2: Instruction for preparation of bid

Annexure - 3: Bidding Forms

Annexure - 4: Evaluation Criteria

Annexure - 5: A Sample format of the Service Contract

TERMS OF REFERENCE**Part 1. Background**

The University of Namibia (UNAM), is the country's premier institution of tertiary education. It consists of four faculties and 12 campuses country-wide. This outreach makes UNAM a truly community-based institution, renowned for its academic excellence, outstanding research, and community development projects. It is a diverse institution with a student population from 41 countries around the world. Although a relatively young university, it has grown to support a student population of over 30 000

Following fire risk assessment conducted by the university's insurance brokers, and in compliance the **Labour Act 11 of 2007**, **Local Authorities Fire Brigade Services Act 5 of 2006** and **Local Authorities Act 23 of 1992**, UNAM is required to keep and maintain firefighting equipment in good condition and ready to be used during a fire emergency situation. UNAM is also mandated under the above-mentioned law to have fire equipment serviced and tested to be ready for use in case of fire emergency.

The buildings that house the main campus where constructed in the 1960's and over the years newer buildings were constructed and added to existing infrastructure to supplement the growth of the institution. With Namibia attaining independence in 1990, the fire reticulation plans were never transferred into the University's custodianship.

Part 2. Objective

The University of Namibia is hereby requesting for specialized engineering companies to submit their proposals to draft and develop a Fire Water Reticulation Plan for the institution.

The objective of the consultant will be, but not limited to:

- Drafting a Fire Water Reticulation Plan (plans, product information, and hydraulic calculations),
- testing of fire water pressure,
- recording system for fire water flows and pressure,
- indicate pipe sizes and position of valves only, hangers, sleeves, braces and methods of securing piping when applicable.

- indicate and locations of all control valves, check valves, drain pipes and test connections,

The consultant is not limited to the aforementioned scope but should give a detailed proposal with all necessary conditions to enable the implementation of a Fire Risk Management strategy. If possible, a complete of work plan indicating activities to be taken place during this process, should be clearly spelled out.

Part 4: Resources to be provided by UNAM

No resources will be provided by UNAM to the engineer in the execution of this assignment other than personnel assigned to the project.

Part 5. Contract duration and fees

(a) Duration of initial contract

The proposed contract term is 3 months from commencement date, this period includes design, procurement and construction phases.

(b) Payment

Payment will be done on progressive basis. No payment will be made for the proposal and design separate from the implementation of the whole project.

Part 6. Deliverables

- Approved Fire Water Reticulation Plans

| |
|---|
| INSTRUCTION FOR PREPARATION OF BID |
|---|

**Title: CONSULTANCY SERVICE FOR DRAFTING OF A FIRE WATER
RETICULATION PLAN FOR THE WINDHOEK MAIN CAMPUS AND HP
CAMPUS**

Please use 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 and the other Financials proposal (prices).**
3. Complete your response as follows:
 - (i) Complete the Bid submission **Form UN.F-1.**
 - (ii) Eligibility criteria –
 - a. The following mandatory documents shall be required:
 - a valid certified copy by the Namibian Police of company registration certificate;
 - a valid original standing tax certificate;
 - a valid original standing social security certificate;
 - a valid certified copy by the Namibian Police 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,
 - The lead Mechanical/Fire Engineer should have at least a 4-year B.Sc. or B.Eng. degree in Mechanical/Fire Engineering, and registered with the Engineering Council of Namibia
 - (iii) Complete the Bid Securing Declaration in the Bid Submission Form in **Form UN.F-2. Please note, the bid securing declaration must be included in the Technical envelope.**
 - (iv) Formulate your technical response to the ToR in Annexure - 1, and use **Form UN.F-3** as a guide. **UN.F-3 must be included in the Technical envelope.**
 - (v) Include the curriculum vitae/ resume for key personnel who will engage in this assignment. Use **Form UN.F-4. UN.F-4 must be included in the Technical envelope.**
 - (vi) Include the list of completed assignment of similar nature. Use **Form UN.F-5. UN.F-5 must be included in the Technical envelope.**
 - (vii) Formulate your Financial Proposal by completing **Form UN.F-7.** Please note that currency is Namibia Dollars. **Please note, Form UN.F-7 must be included in the Financials envelope.**

The Proposals shall be submitted in one outer envelope (with both Technical and Financial proposal in separate envelopes), duly marked with Proposal Number “RFP No.: SC/RP/UNAM-01/2022 and Titled “CONSULTANCY SERVICE FOR DRAFTING OF FIRE WATER RETICULATION PLAN”

4. **Please make sure that your Financials proposal (Form UN.F-7) is properly sealed.**
5. **The envelope should be deposited into the Bid box on or before the date stated in the Letter of Invitation, Section 9: Submission of Proposals.**

Annexure - 3

FORM UN. F-1

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for *CONSULTANCY SERVICE FOR DRAFTING OF A FIRE WATER RETICULATION PLAN FOR THE WINDHOEK MAIN CAMPUS AND HP CAMPUS*

I/We _____ herewith enclose Technical and Financial Proposals for selection as Consultant for the *University of Namibia*.

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: _____

BIDDER'S INFORMATION SHEET

| | |
|--|--|
| Bidder's Legal Name: <i>(In case of JV, legal name of each party)</i> | |
| Bidder's actual or intended Country of Registration: | |
| Bidder's Legal Address in Country of Registration: | |
| Bidder's Authorized Representative (Please provide Name, Address, Telephone/Fax numbers, and Email Address) | |
| <p>Attached are copies of original documents of</p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm</p> <p><input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement</p> <p><input type="checkbox"/> In case of government owned entity from Namibia, documents establishing legal and financial autonomy and compliance with commercial law</p> <p>Any other documents (please specify)</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> <p><input type="checkbox"/> _____</p> | |

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

Date:

Procurement Ref No.:

To: University of Namibia

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

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

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

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

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

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

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

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

Dated on _____ day of _____, _____
[insert date of signing]

Corporate Seal (where appropriate)

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

FORMAT OF 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 UN.F-5**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS**

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

| S.I. No | Name of assignment | Name of Project | Owner or Sponsoring agency with contact person information | Cost of Project | Date of Commencement | Date of Completion | Was assignment satisfactorily completed |
|----------------|---------------------------|------------------------|---|------------------------|-----------------------------|---------------------------|--|
| | | | | | | | |
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Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Senior Manager or equivalent.)

SELF-DECLARATION

RFP No.: SC/RP/UNAM-01/2022

Title: Consultancy Service for Drafting of a Fire Water Reticulation Plan for the Windhoek Main Campus and HP Campus

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 be sought, attempted 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 _____ 2018

Signature (of duly authorised officer): _____

Full Name and Designation: _____

Bid Amount Declaration

RFP No.: SC/RP/UNAM-01/2022

The total amount for this bid is N\$ _____.

Amount in words: _____

This offer is valid for _____ days.

Fees of services authorized by:

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

Please be advised that in terms of the Public Procurement Act, where price has been a factor in terms of the **Quality and Cost Based Selection** method, the fees for services are not subject to negotiation.

Annexure - 4**FORM UN.F-3****THE EVALUATION PROCESS**

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

TECHNICAL PROPOSAL RESPONSE

| Item | Instruction | Yes/No |
|-------------------------------------|---|---------------|
| 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 intended starting and the completion dates of the project. | |
| Consultant(s) Resume | Attach/Append the resume (CV) for Lead Mechanical/Fire Engineer for the engagement. Please use the suggested format FORM UN.F-4 | |
| List of previous engagement | List of similar assignments for the last 5 years. Use Form UN.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: | | |

BID EVALUATION CRITERIA**RFP No.: SC/RP/UNAM-01/2022****Title: Consultancy Service for Drafting of a Fire Water Reticulation Plan for the Windhoek Main Campus and HP Campus****Category A: General Documentation and eligibility and qualifying criteria (Yes/No)**

The following are mandatory documents to be submitted by bidders

| Document Description | Yes/No |
|---|---------------|
| 1. a valid certified copy by the Namibian Police of the Company Registration Certificate or Registration of defensive name if applicable issued by the Ministry of Industrialization, Trade and SME development or BIPA | |
| 2. copies of identification documents (IDs) of the shareholders or members of the trustee as certified by the Namibian Police; | |
| 3. a valid original or certified copy by the Namibian Police of a Good Standing Tax Certificate from the Receiver of Revenue; | |
| 4. a valid original or certified copy by the Namibian Police of a Good Standing Certificate from Social Security Commission ; | |
| 5. a valid certified copy by the Namibian Police of an Affirmative Action Compliance Certificate or in its absence, proof from the Employment Equity Commissioner that the Bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; | |
| 6. 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. | |
| 7. a duly completed and signed Bid Securing Declaration form | |
| 8. duly completed, initialled and signed Joint Venture Agreement (if applicable) | |
| 9. bank rating letter to be issued by a commercial bank operating in Namibia | |
| 10. Submit three (3) proof of past successful rendered of similar Services. (Track record of past projects) | |
| 11. Bid validity period 90 days | |

| | |
|---|--|
| 12. Lead Mechanical/Fire Engineer is registered with the Engineering Council of Namibia (ECN) | |
|---|--|

Category B: Technical Criteria (100 pts)

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

| Technical Evaluation (100 score) | | | | | |
|---|--|---|--------------|------------------|------------------------|
| | Criteria | Scoring guide | Score | Max score | Allocated Score |
| A | Years of experience on assignments of similar nature. <i>Reference letters/appointment letters which can be verified with clients should be submitted</i> | Less than 1 year | 0 | 25 | |
| | | 1-2 Years | 5 | | |
| | | 3-5 years | 15 | | |
| | | More than 5 years | 25 | | |
| B | Technical approach | No methodology submitted | 0 | 25 | |
| | | Basic overview of the methodology of scope of work by listing the design process | 10 | | |
| | | Detailed description of the methodology of scope of work by providing detailed explanations | 25 | | |
| C | Experience of the team leader to be used for the assignment. <i>CV of Lead Mechanical or Fire Engineer and Partner/s should be submitted as proof</i> | Experience less than 5 years | 0 | 20 | |
| | | 5 years combined experience | 5 | | |
| | | 6-10 years combined experience | 10 | | |
| | | More than 10 years combined experience | 20 | | |
| D | Qualification of the team leader to be used for the assignment. <i>Certified copy of qualification should be submitted as proof.</i> | 4-year B.Sc./B.Eng/B.Tech. degree in Mechanical/Fire Engineering | 5 | 15 | |
| | | M.Sc. or Meng. Qualification in Mechanical/Fire Engineering | 10 | | |
| | | DSc(Eng) Qualification in Mechanical/Fire Engineering or equivalent | 15 | | |
| E | Professional registration | Any other professional body affiliation | 0 | 15 | |
| | | valid registration with the Engineering Council of Namibia | 15 | | |
| | NB: The minimum acceptable score to qualify for financial evaluation is 70% | Total Score: | | |/100 |

| | |
|-----|--|
| 5.7 | <p>The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are: $T = 70\%$, and $P = 30\%$</p> |
|-----|--|

COST ESTIMATE OF SERVICES¹
RFP No.: SC/RP/UNAM-01/2022

Form UN.F-7.a:
Priced Activity Schedule

Bidders should complete the table below as per own identified description of work/activities.

Category C: Price

Only Bids that have passed the minimum technical threshold of 70 points shall have their prices evaluated. The lowest Price from the technically compliant Bids will be awarded the Bid.

| Item No | Brief Description of Works | Quantity | Unit of Measure | Unit Price N\$ | Total Price N\$ |
|---------------------|-----------------------------------|-----------------|------------------------|---------------------------|----------------------------|
| A | B | C | D | E | F |
| 1 | | | | | |
| | | | | | |
| | | | | | |
| Subtotal | | | | | |
| VAT @ % | | | | | |
| Total | | | | | |

Financial proposal authorized by:

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

CONTRACT No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

The University of Namibia

AND

[INSERT CONSULTANT NAME]

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| ANNEX I | |
| ANNEX II | |

THIS SERVICE CONTRACT entered into this *[date]*, between *[UNAM]* [hereinafter called the "Employer"] and *[insert consultants name]* (hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS UNAM 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 UNAM.
- 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 UNAM
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from UNAM 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 UNAM in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of UNAM in accordance with the Terms of Reference and at such intervals as UNAM 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 UNAM 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. UNAM shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

ARTICLE IV
PAYMENT FOR THE SERVICES

- 4.1 UNAM 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 UNAM.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for UNAM under the Contract shall belong to and remain the property of UNAM. 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 UNAM, the Consultant shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
 - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.

ARTICLE VII

LIABILITY OF THE CONSULTANT

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or

partially performed.

- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

ARTICLE VIII

FORCE MAJEURE

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

ARTICLE IX

TERMINATION OF CONTRACT

- 9.1 UNAM 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 UNAM may, at its option, terminate this Contract when it is in the interest of or for the convenience of UNAM 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 UNAM 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, UNAM 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 UNAM 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, UNAM 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 UNAM shall be the Accounting Officer of UNAM.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR THE UNAM

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

Date: _____

Date: _____

FOR THE UNAM

FOR THE CONSULTANT
