



Request for Proposals for Consultancy services

REQUEST FOR PROPOSALS FOR THE PROVISION OF DESIGN SERVICES AND PREPARATION OF BILLS OF QUANTITIES FOR THE UPGRADING OF THE KAPANA AREA AT DR. FRANS AUPA INDONGO OPEN MARKET, OSHAKATI.

PROCUREMENT NO: SC/RP/OSHTC-08/2025-2026

BID SUBMISSION:

- This is a hard copy request, and responses must be submitted in the Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nujoma Road, Oshakati.
- Deadline for request for clarifications from Bidders: **Monday, 20 April 2026**
- Closing Date and Time of Bids: **Tuesday, 28 April 2026 @ 10h00**
- Bidders must register their bids in the bid submission register at PMU Office before submitting their bids in the bid box.

Name of Bidder: _____

Email address: _____

Contact Number: _____

**Oshakati Town Council (Osh-TC) gives notice of the following Request for Proposals-
Consultancy**

RFP Reference Number	SC/RP/OSHTC-08/2025-2026
Description of Goods	Request For Proposals for the Provision of Design Services and Preparation of Bills of Quantities for the Upgrading of the Kapana Area at Dr. Frans Aupa Indongo Open Market, Oshakati.
Closing Date & Time	Tuesday, 28 April 2026 @ 10 h00
Quotation Submission Address	Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nuyoma Road,
Validity Period of Quote	60 Days (from closing date)
Lead Time	One (1) Month

- a) This is a hard quotation request, and responses must be submitted to the address stated in the Proposal Submission Address before the closing date and time.
- b) Under no circumstance should the response be submitted, copied, or forwarded to any email address of any Oshakati Town Council employee prior to the deadline for submission of responses. This may result in disqualification of your quotation.
- c) The above documents comprise the RFP Documents and are provided as a basis for the preparation of your submission response. They are confidential and are provided to you on the terms and conditions set out in this Proposal Invitation Document.
- d) If any clarification is required, kindly contact the Procurement officers below in writing.
- e) The Company reserves the right to amend the whole or any part of the RFP at any time prior to the deadline for submission.
- f) Please note that this is a Request for Proposal only. All responses to this document will be treated as strictly confidential and will be used for the evaluation of this RFP only.
- g) Oshakati Town Council may at its sole discretion, accept or reject any quotation. Therefore, there is no obligation on Oshakati Town Council to accept the lowest or any bid. Oshakati Town Council may accept or reject any part of a quotation without being obliged to accept such quotation in its entirety.

Contact Person for Enquiries and Clarifications:

Name	Anna-Liisa Korea	Fidelis Kabozu
Designation	Head of Procurement	Buyer
Telephone	+264 65 229500/535/536	+264 65 229 568
Email	akorea@oshtc.na / procurementunit@oshtc.na	Fidelisk@oshtc.na

13 April 2026

Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam,

REQUEST FOR PROPOSALS FOR THE PROVISION OF DESIGN SERVICES AND PREPARATION OF BILLS OF QUANTITIES FOR THE UPGRADING OF THE KAPANA AREA AT DR. FRANS AUPA INDONGO OPEN MARKET, OSHAKATI.

You are hereby invited to submit technical and financial Request for Proposals for the Provision of Design Services and Preparation of Bills of Quantities for the Upgrading of the Kapana Area at Dr. Frans Aupa Indongo Open Market, Oshakati.

The purpose of this assignment is to provide professional architectural and engineering designs of structures for the upgrading of Kapana Area at Dr. Frans Aupa Indongo Open market. The scope of works includes but is not limited to:

- (a) Design Architectural Drawings of different structures for the upgrading of the Kapana Area with associated drainage**
- (b) Compilation of Bill of Quantities and Cost Estimates for the whole project.**
- (c) Optional Construction supervision and contract management** (subject to funding availability)

Note: Oshakati Town Council reserves the right to independently monitor the construction phase and opt not to engage the appointed consultant for supervision during the implementation stage.

1. 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) two reference letter for similar assignment performed [Annexure 3]
2. Any request for clarification should be forwarded in writing to the Public Entity **Procurement Management Unit, Oshakati Town Council , Private Bag 5530, Oshakati** Namibia: **065-229500/535/536**, Email: procurementunit@oshtc.na. Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.

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

Consultants are advised to consult the website of the Procurement Policy Office: www.mof.gov.na/procurement-policy-unit to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

4. 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.

5. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in one envelope, namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before:

Tuesday, 28 April 2026, at 10h00, Oshakati Town Council Offices, 906 Sam Nujoma Road, Oshakati.

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

6. 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 100 marks for Technical Proposals and **Least-Cost Selection** for Financial 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 Technical Proposal shall be considered for the assignment. Negotiations will start with the Consultant who offer the Least-Cost if deemed necessary and if negotiation is not successful, negotiation will start with the next Least-Cost Consultant and so on until an agreement is reached.

Should you be contacted for negotiations, you must be prepared to furnish the detailed cost breakdown and other clarifications to the proposals submitted by you, as may be required to adjust the reasonableness of your price proposals.

7. Rights of Public Entity

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

8. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of one **(1) Month** as outlined below:

9. Validity of Proposal

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

10. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded in May 2026, you will be expected to take up/commence with the assignment in May 2026.

11. Confirmation of Invitation to submit proposal

We would appreciate it if you would inform us by facsimile/email:

- (a) your acknowledgment of the receipt of this Letter of Invitation within **five (5) days** and.
- (b) further indicate whether you will be submitting the proposal.

- 12. **The Oshakati Town Council** would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Ms. Anna-Liisa Korea
Head - Procurement Management Unit

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

SC/RP/OSHTC-08/2025-2026

Annexure – 1

TERMS OF REFERENCE

Part 1. Background:

ARCHITECTURAL SERVICES REQUIRED, DRAWINGS AND FULL BILL OF QUANTITIES

AREA 01: KAPANA AREA (DR. FRANS AUPA INDONGO OPEN MARKET)

VARIOUS FOOD STALLS/STRUCTURES AT OSHAKATI OPEN MARKET:

- Open shaded area with storage units for chickens and/or other small animals
- Open shaded area for woodwork and steel vendors
- Kapana stands with storage areas at the back
- Open shaded area with permanent sitting benches and tables in the middle
- Ablution facilities (Male and Female)

AREA 02: WOOD AREA (OSHAKATI OPEN MARKET)

WOOD & GRASS TRADING STALLS/STRUCTURES AT OPEN MARKET

- Lockable shaded structure for wood and grass built half a meter and welded mesh on top.
- 80mm interlocking pavers around the wood and grass area

Part 2. Facilities to be provided by the Public Entity

- (a) Oshakati Town Council (The Public Entity) will take responsibility of the following:
- Ensure that suitable management arrangements are made for the project
 - Select & appoint a competent and resourced Consulting/sub-Consulting engineers.
 - Select & appoint a competent and resourced Main or Sub-contractor.
 - Notify the relevant enforcing authority of certain projects (notifiable).
 - Ensure sufficient time and resources are allowed for all stages of the project.
 - Provide the pre-construction information to the engineers and contractors.
 - Verify that suitable welfare facilities are in place prior to construction commencement.
 - Contractor training - Ensure the necessary information, instruction and training is received and appropriate supervision is provided to comply with the relevant construction regulations.
 - Ensure that there are co-operation and co-ordination between the client's employees/beneficiaries and contractors with the project contractors where the

client's work activities overlap the construction work and enable others to perform their duties.

Part 4. Contract duration and fees

Bidding Process shall be by means of **One (1)** Envelope marked and containing the Technical and Financial Proposal respectively (No copies).

This request for proposal will run for 30 days with the submission date 28 April **2026**. The documents will be deposited in the **Bid box at the Oshakati Town Council Civic center, on the ground floor next to the cashier counters at or before 10h00.**

The successful Bidder will be notified within 15 days after the closing date. Upon the appointment of the successful Bidder and the successful is expected to commence with work within **7 days**. The bid validity period is **90 days**.

(b) Payment

The payment is to be made during intervals upon submission of **certified** payment certificates after key milestones/components are reached. The consultant is therefore required to come up with a cost estimate of the total project work and should base their professional fees as per approved gazette rates. The following pay components shall apply:

(i) Component 1 (Detail Design and Bill of Quantities 60% of total)

The following are deemed as design completed:

- Complete Design Report
- Complete Civil drawings with all necessary information necessary to proceed to construction bidding stage.
- Layout Drawings, that might be useful during the construction stage both in Hard copies and soft copies (PDF and dwg format) to Oshakati Town Council.
- Final Schedule of Quantities, Bill of Quantity and detailed cost estimates
- Any other document or design as required by Oshakati Town Council.

Note: *No payment claim on reporting stage will be entertained*

Payment on Preliminary design stage can only be claimed if there is evidence and supporting document submitted to the Client.

5.0 Evaluation Criteria and Weighting.

5.1 Eligibility Criteria

To be eligible to participate in this bidding exercise, the proposal shall be accompanied by the followings mandatory document as stipulated in the Public Procurement Act, 2015 (Act No. 15 of 2015):

- (a) have a valid certified company Registration Certificate.
- (b) have an **original** valid good Standing Tax Certificate.
- (c) have an **original** valid good Standing Social Security Certificate
- (d) have a **valid certified copy** of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.
- (f) Bid security declaration (signed and stamped)
- (g) Company Profile
- (h) Witten undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015.
- (i) Attached detailed financial proposal as per attached format **FORM F-4**
- (j) Attached design as per specification in the bid documents
- (k) Experience in road designs (At least 2 projects) (Please attach Proof)**

5.2 Assessing Criteria

(i) Technical Proposal Evaluation Criteria

The technical proposal will be evaluated based on the following criteria

1	Firms general Experience	Number of Projects executed	Relevant projects undertaken	Scores	Marks
	Firm's general experience in similar assignments (building infrastructure design) – Proof of experience in the form of reference letters from clients and/or completion certificates	Overall number of projects of project value >N\$50 000	3	30	30
			Less than 3	15	
			0	0	
2	Relevant experience/Qualification of Personnel	Description	Experience	Scores	Marks
	Qualifications of Key Personnel	Project/Design Architect/ Engineer	Registered Archetect/ Engineer with at-least 5 years' experience	20	40
			Unregistered	10	

			Architect/Engineer with at-least 5 years' experience		
			Unregistered Architect/Engineer and less than 5 years' experience	0	
		Architect /Engineers Representative	At-least 3 Years' Experience	20	
			Less than 3 Years' experience	0	
3	Proposed methodology and works plan (Clearly indicate design duration only)	Description	Attachments	Scores	Marks
		Methodology	Methodology attached	10	10
			Methodology not attached	0	
4	Local Input (Proposed Key Staff to operate from local Namibian office)	Description	Fitness Certificate	Scores	Marks
			Attached	10	10
			Not attached	0	
5	Ownership of the firm (50% shall be owned by PDI to attain maximum points)	Description	Ownership	Scores	Marks
			Majority owned by Previously disadvantaged Namibian	10	10
			Majority not owned by Previously disadvantaged Namibian	0	
	TOTAL SCORE				100

**Proposals scoring below the minimum qualifying score of [80] points SHALL be rejected.*

The evaluation criteria are related to the following main criteria and sub – categories: -

a) Firm's general experience, reputation and experience in similar assignments

- experience in similar projects and design of road infrastructure.
- experience in similar areas and conditions.
- capacity of consultants/office to carry out the assignment.
- Reference from clients, banks, etc.

b) Proposed methodology and works plan

- Understanding of the objectives of the assignment
- Responsiveness to the Terms of Reference
- Innovativeness
- Quality and clarity
- Technology
- Flexibility and adaptability
- Timeliness of out puts
- Reliability and sustainability
- Efficiency in transfer of skills.

c) Qualifications of Key Personnel

- General qualifications (Civil Engineering related)
- Education level
- Experience in similar assignments
- Specialization in water retaining structures
- Professional experience and status
- Training experience

d) Local Input

- Efficiency in resource utilization
- Cost efficiency
- Timeliness responsiveness

e) Ownership:

As per the objective of the Procurement Act of 2015, refer to Part 1 of the Act, Section 2 (a) to c.

ii) Financial Evaluation

The envelopes marked “Financial Proposal” relating only to the proposals considered satisfactory (scoring above a specified threshold of 70%) category resulting from the technical proposal evaluation shall be opened. The lowest offer shall be chosen on condition that it can be covered with the financial resources available for the project.

At the Client Discretion, the lowest unreasonable offer will Not be considered.

5.0 Deliverables

The successful bidder is expected to deliver in all expected trades as described in clause 2.0 of this term of reference.

SC/RP/OSHTC-08/2025-2026

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

[Complete this form with all the requested details and submit it as the first page of your quotation with the Price list and documents requested above. A signature and authorisation on this form will confirm that the terms and conditions of the RFQ prevail over any attachments. **If your quotation is not authorised, it will be rejected.**]

Quotation addressed to:	
Procurement Reference Number:	
Subject matter of Procurement:	

We offer to supply the items listed in the attached List of Goods and Price Schedule as per the defined specifications, except for the qualified deviations [Bidder may delete this phrase in case of no deviation] and, in accordance with the terms and conditions stated in your Request for Quotations referenced above.

We confirm that we are eligible to participate in this Quotation exercise and meet the eligibility criteria specified in Section 1: Instruction to Bidders.

We undertake to abide ethical conduct during the procurement process and the execution of any resulting contract.

We have read and understood the content of the Bid Securing Declaration (BSD) attached hereto and subscribe fully to the terms and conditions contained therein. We further understand that this subscription could lead to [*forfeiture of the security amount / disqualification on the grounds mentioned in the BD*].

The validity period of the Quotation is **days** from the date of the bid submission deadline.

We confirm that the prices quoted in the List of Goods and Price Schedule are fixed and firm and will not be subject to revision or variation, if we are awarded the contract prior to the expiry date of the quotation validity.

The delivery period offered from the date of issue of Purchaser Order/ Letter of Acceptance is as shown in the List of Goods items and Price Schedule.

Quotation Authorised by:

Name of Bidder		Company's Address and seal	
Contact Person			
Name of Person Authorising the Quotation:		Position:	Signature:
Date		Phone No./Fax	



Appendix to Quotation Letter

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:

Capacity of:.....

Name:

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

Dated on _____ day of _____, _____

Corporate Seal

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



Republic of Namibia

Ministry of Labour, Industrial Relations, and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference of:.....

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 SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for **THE PROVISION OF DESIGN SERVICES AND PREPARATION OF BILLS OF QUANTITIES FOR THE UPGRADING OF THE KAPANA AREA AT DR. FRANS AUPA INDONGO OPEN MARKET, OSHAKATI.**

I/We -----herewith enclose Technical for selection as Consultant for the Oshakati Town Council.

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

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional bodies: _____

Key Qualifications:

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

Education:

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

Employment Record:

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

Languages:

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

Certification:

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

Date: Day/Month/Year

[Signature of Consultant]

Full name of consultant: _____

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED

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

Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach proof

Cost Estimate of Services¹

A. PRIMARY FEES

N\$ _____

B. SECONDARY FEES

(Calculated at a percentage of the
Estimated total cost of works as per
Government gazette)

N\$ _____

Total (Sum A+B) _____

Discounts (If Any) _____

Sub-Total _____

VAT@15% _____

Total N\$ _____

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

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

OSHAKATI TOWN COUNCIL

AND

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THIS SERVICE CONTRACT entered this, between the [*Oshakati Town Council*][hereinafter called the "Oshakati Town Council"] and(hereinafter called the "Consultant").

WITNESS THAT:

WHEREAS the Public Entity has determined the need to provide 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 service.

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 PROCUREMENT FOR THE PROVISION OF DESIGN SERVICES AND PREPARATION OF BILLS OF QUANTITIES FOR THE UPGRADING OF THE KAPANA AREA AT DR. FRANS AUPA INDONGO OPEN MARKET, OSHAKATI.** 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 [.....] 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 one month, beginning on the date of commencement of the Services, and ending not later than [.....].

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 purpose 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 while 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, graphics, 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 14 days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, in its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than 14 days of such termination.

- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of 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 rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

ARTICLE X
DISPUTE SETTLEMENT

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

ARTICLE XI
MODIFICATION OR AMENDMENT

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

ARTICLE XII

EFFECTIVE DATE

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

ARTICLE XIII

CHANNEL OF COMMUNICATIONS AND NOTICE

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

FOR THE PUBLIC ENTITY

Postal Address : _____

Physical Address : _____

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: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT



ENVELOP COVER

REQUEST FOR PROPOSALS FOR THE PROVISION OF DESIGN SERVICES AND PREPARATION OF BILLS OF QUANTITIES FOR THE UPGRADING OF THE KAPANA AREA AT DR. FRANS AUPA INDONGO OPEN MARKET, OSHAKATI.

DELIVERY ADDRESS FOR:
Oshakati Town Council
906 Sam Nuyoma Road
Private Bag 5530
Oshakati
Tel:065-229500

CLOSING DATE: TUESDAY, 28 APRIL 2026 @ 10H00

FROM:

COMPANY NAME: _____

CONTACT PERSON _____

P. O. BOX: _____

CONTACT NUMBER: _____

EMAIL: _____