



||Kharas Regional Council

Private Bag 2184, KEETMANSHOOP | Tel: +264 63 221 900 | Fax: +264 63 203 538

Enq: PMU

25

Request for Proposal

Issued on: 03 SEPTEMBER 2025

for

Selection of Consultant

**Provision for Engineering Consulting Services for
the Construction of Sewer & Water Reticulation
Services in Roshpinah-Tutungeni Settlement**

Procurement Reference No: CS/RP/||KRC-02/2025/2026

Closing Date: 15 OCTOBER 2025

PREPARED BY:

||Kharas Regional Council
Private Bag 2184
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NAMIBIA

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Republic of Namibia



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Private Bag 2184, KEETMANSHOOP | Tel: +264 63 221 900 | Fax: +264 63 223 538

03 September 2025

Letter of Invitation

Procurement Reference No: CS/RP/||KRC-02/2025/2026

Dear Sir/Madam

1. You are hereby invited to submit a financial and technical proposal for consultancy services required under "Provision for Engineering Consulting Services for the Construction of Sewer & Water Reticulation Services in Roshpinah which could form the basis for future negotiations and ultimately, a contract between you and ||Kharas Regional Council.
2. **The purpose of this assignment is to:**
Investigates, detailed design, prepare bidding documents, supervise and contract administration for the construction of Municipal Services in ||Kharas Region with funding from the Ministry of Urban & Rural Development. The consultant shall provide the ||Kharas Regional Council with a preliminary design with Bill of Quantity for the construction of Municipal Services by **15 October 2025**.
3. The RFP includes the following documents:
Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants (including Data Sheet)
Section 3 - Technical Proposal - Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Form of Contract
4. For Technical and any other related enquiries please do contact, Mrs. B. Fufuna-Chief Development Planner at 081-215 2397 or at krcfufuna@gmail.com
5. Please inform us in writing at the following address pmu@kharasrc.gov.na upon receipt:
 - (a) that you received the Letter of Invitation; and
 - (b) whether you will submit a proposal alone or in association.

Yours faithfully,


Mrs. E. Swartz
Head of Procurement Management Unit
03 SEP 2025
||KHARAS REGIONAL COUNCIL
TEL: 063-221900 FAX: 063-223538

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Instructions to Consultants

Definitions

- (a) "Client" means the Public Entity with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "**Data Sheet**" means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.
- (e) "Day" means calendar day.
- (f) "Government" means the government of the Republic of Namibia.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (i) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Republic of Namibia; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile in the Republic of Namibia.
- (j) "Proposal" means the Technical Proposal and the Financial Proposal.
- (k) "RFP" means the Request for Proposal to be prepared by the Client for the selection of Consultants.
- (l) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (m) "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- (n) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1.Introduction

- 1.1 The Client named in the **Data Sheet** will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.
- 1.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the **Data Sheet**. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the **Data Sheet** to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the **Data Sheet**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- Conflict of Interest** 1.6 The Government of the Republic of Namibia requires that Consultants provide professional, objective, and impartial advice and at all times hold the client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- Conflicting activities** (i) A firm that has been engaged by the client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
- Conflicting assignments** (ii) A Consultant (including its Personnel and Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent

environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage for having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

Only one Proposal

1.11 Shortlisted Consultants shall submit only one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

2. Clarification and Amendment of RFP Documents

- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the **Data Sheet**. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the **Data Sheet**, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.
For fixed-budget-based assignments, the available budget is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.
 - (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**Technical
Proposal Format
and Content**

- 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The **Data Sheet** indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The following mandatory documentary evidence is required to accompany the Technical Proposal;
- (i) have a valid company Registration Certificate;
 - (ii) have an original/certified valid good Standing Tax Certificate;
 - (iii) have an original/certified valid good Standing Social Security Certificate;
 - (iv) have a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
 - (v) 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, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;

The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper.

- (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.
 - (b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
 - (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.
 - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
 - (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
 - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
 - (h) the Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 3.3(e), as specified in the **Data Sheet**;
- 3.5 The Technical Proposal shall **not** include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the **Data Sheet**. If appropriate,

Financial Proposals

4. Submission, Receipt, and Opening of Proposals

- these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
 - 4.2 An authorized representative of the Consultants, **as specified in the Data Sheet** shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
 - 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the **Data Sheet**. All required copies of the Technical Proposal are to be made from the original. If there is any discrepancy between the original and the copies of the Technical Proposal, the original governs.
 - 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original "FINANCIAL PROPOSAL" (if required under the selection method indicated in the **Data Sheet**) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the Procurement reference number and the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and reference number, and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE 15 OCTOBER 2025.**" The Client shall not be responsible for misplacement, loss or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
 - 4.5 The Proposals must be sent to the address/addresses indicated in the **Data Sheet** and received by the Client no later than the time and the date indicated in the **Data Sheet**, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned

- unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 5. Proposal Evaluation**
- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- Evaluation of Technical Proposals**
- 5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- Financial Proposals for QBS**
- 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions.
- Evaluation of Financial Proposals**
- 5.4 Financial Proposals shall be opened in the presence of the Consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants, upon request.
- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the **Data Sheet**. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the **Data Sheet**: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will

select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

7. Award of Contract

- 7.1 The Consultant whose bid attains the highest score, in accordance with the criteria and selection method set forth in the request for proposals, or the one with the least cost in the case of the Least Cost method of selection, shall be selected for award, subject to satisfactory conclusion of negotiation.
- 7.2 For contract above the prescribed threshold, the Client shall notify the selected Consultant of its intention to award the contract and shall simultaneously notify all other short-listed consultants of its decision.
- 7.3 For contracts not exceeding the prescribed threshold, the client shall issue the Letter of Award.
- 7.4 In the absence of an application for review by any other consultant within 7 days of the notice under section 7.2, the contract shall be awarded to the selected Consultant.
- 7.5 Within seven days from the issue of Letter of Award, the Client shall publish on the Public Procurement Portal (www.mof.gov.na/procurement-policy-unit) and the Client's website, the results of the RFP process identifying the:
 - (i) name of the successful Consultant, and the price it offered, as well as the duration and summary scope of the assignment; and
 - (ii) an executive summary of the RFP Evaluation Report, for contracts above the prescribed threshold referred to in section 7.2.

Instructions to Consultants – Data Sheet

Paragraph Reference	
1.1	Name of the Client: Kharas Regional Council Method of selection: Cost and Quality Based Selection (CQBS)
1.2	Financial Proposal to be submitted together with Technical Proposal. Name of the assignment is: Provision for Engineering Consulting Services for the Construction of Sewer & Water Reticulation Services in Rosh Pinah-Tutungeni
1.3	A pre-proposal conference will be held: Not Applicable
1.4	The Client will provide the following inputs and facilities: None.
1.5	Proposals must remain valid: 180 days after the submission date
1.7	Clarifications may be requested, in writing, not later than 7 days before the submission date. The address for requesting clarifications is: Kharas Regional Council , P/Bag 2184, Keetmanshoop . E-mail: pmu@kharasrc.gov.na
2.0	Shortlisted Consultants may associate with other shortlisted Consultants. Not Applicable
2.1	The estimated number of professional staff members required for the assignment is: Based on the Service Providers proposal
2.2	The format of the Technical Proposal to be submitted is: FTP (Full Technical Proposal)
2.3	Training is a specific component of this assignment: Applicable
2.4	Bid security shall be required through a Bid Securing Declaration
2.5	Any other additional cost pertaining to the work conducted, should include: (1) cost of printing and dispatching of the reports to be produced for the

	<p>Services.</p> <p>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route.</p>
2.6	Amounts payable by the Client to the Consultant under the contract to be subject to local taxation.
2.7	Consultant to state local cost in the national currency: Yes
2.8	<p>This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution.</p> <p><i>a) The Board of a company or from the CEO, himself holding power from the Board or from a director being a shareholder of a company or through a Power of Attorney.</i></p> <p><i>The name and position held by each person signing the authorization must be typed or printed below the signature.</i></p> <p><i>(b) This authorization shall consist of written confirmation and shall be attached to the bid. It may include a delegation of power by resolution of the Board of a company or from the CEO, himself holding power from the Board or from a director being a shareholder of a company or through a Power of Attorney.</i></p> <p><i>The name and position held by each person signing the authorization must be typed or printed below the signature.</i></p> <p><i>Note: The power of Attorney or other written authorization to sign may be for a determined period or limited to a specific purpose</i></p>
2.9	Consultant must submit the original and 1 copy of the Technical Proposal
3.0	<p>The Proposal submission address is:</p> <p> Kharas Regional Council Keetmanshoop Namibia</p> <p>Wheeler Street, Education Building, Keetmanshoop</p> <p>Proposals must be submitted not later than the following date and time: <u>By not later than 15 OCTOBER 2025, 11H00 (AM)</u></p> <p><u>Late submissions will be rejected.</u></p>
3.1	Expected date for commencement of consulting services Within 7 days after award of contract.

EVALUATION CRITERIA

Mandatory Documents Evaluation		
		Yes/No
1	Have a valid company Registration Certificate	
2	Have an original/certified valid good Standing Tax Certificate	
3	Have an original/certified valid good Standing Social Security Certificate	
4	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	
5	Bid Securing Declaration (page 39 must be fully completed signed and stamped)	
6	Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015 (page 40 and 41 must be fully completed signed and stamped)	

Firms which score a no in any of the above items will be disqualified.

TECHNICAL EVALUATION (100 SCORE)					
	Criteria	Scoring guide	Score	Max Score	Allocated Score
Company Experience					
1.	Specific experience of the Consultants relevant to the assignment: Three (3) or more of similar work carried out by consultant. Reference letters to be provided	No letters	0	15	
		1-2 letters	10		
		3 or more letters	15		
Personnel Experience					

Qualification and Specific Experience of Key Personnel					
1.	<i>CVs of the competent lead consultant with proven track record demonstrating capacity to provide the requisite support and highlighting relevant experience and expertise to be engaged for the assignment. (All personnel must be registered with the relevant professional bodies and proof to be submitted)</i>				
a.	Project Manager/Team Leader <i>(The project manager may also be any one of the members proposed in other positions)</i>	0-2 years	0	10	
		3-5 years	5		
		5-10 years	10		
b.	Civil Engineer	0-2 years	0	10	
		3-5 years	5		
		5-10 years	7.5		
		10 years or more	10		
c.	Electrical Engineer	0-2 years	0	10	
		3-5 years	5		
		5-10 years	7.5		
		10 years or more	10		
d.	Mechanical Engineer	0-2 years	0	10	
		3-5 years	5		
		5-10 years	7.5		
		10 years or more	10		
Adequacy of the proposed methodology and work plan in responding to the Terms of Reference					
2.	Technical approach and methodology	<i>Applied Green Construction approaches in their methodology</i>	5	35	
3.		<i>Report And Preliminary Designs</i>	10		
4.		<i>Illustration of preferred methodology for successful implementation and execution of scope of work within budget and time constraints.</i>	10		

	Work plan	As per the specifications of bid document	10		
Experience in the Region					
5.	Experience in the region (2x Completion certificates from the region)	No	0	10	
		Yes	10		
Method of selection: Cost and Quality Based Selection (QBS)		Total Score:		/100

5.7	<p>The formula for determining the financial scores is the following:</p> <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. The weights given to the Technical and Financial Proposals are: $T = 0.7$ and $P = 0.3$</p>
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Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required, and number of pages recommended.

Form TECH-1: Technical Proposal Submission Form	17
Form TECH-2: Consultant's Organization and Experience	18
A - Consultant's Organization	18
B - Consultant's Experience	19
Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client	20
Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment	21
Form TECH-5: Team Composition and Task Assignments	22
Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff.....	23

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

||Kharas Regional Council
P. Bag 2184
Keetmanshoop

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for the _____ in accordance with your Request for Proposal dated **15 OCTOBER 2025** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and all associated attachments as per the requirements of the Terms of Reference¹.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.5 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours faithfully

Authorized Signature - In full and initials: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Form TECH-2: Consultant's Organization and Experience
A - Consultant's Organization

Provide here a brief description of the background and organization of your firm/entity and each associate for this assignment.

B - Consultant's Experience

Using the format below, provide comprehensive information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

Assignment name:	Approx. value of the contract (in current Namibia Dollars equivalent):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff members of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current (in current Namibia Dollars equivalent):
Start date (month/year): Completion date (month/year):	Nº of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activities you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.

Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (s) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, specify which project management methodology will be applied, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. An additional detailed Work Breakdown Structure (WBS) will be an added advantage- In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, Gantt charts and tables to be delivered as final output, should be included here. The work plan should be consistent with the **Work Schedule of Form TECH-8.**

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

Form TECH-5: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: _____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. **Employment Record** Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.:

From [Year]: ____ To [Year]: ____
Employer: _____
Positions held: _____

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
------------------------------------	--

List all tasks to be performed under this assignment	<p>Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Signature of staff member or authorized representative of the staff

Date: _____
Day/Month/Year

Full name of authorized representative: _____

Appendix to Bid Submission Form

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

Date:Day| month| year

Procurement Ref No.:

To:*[insert complete name of Public Entity and address]*

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



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 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:.....

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.

Form FIN-1: Financial Proposal Submission Form	29
Form FIN-2: Summary of Costs	Error! Bookmark not defined.
Form FIN-3: Breakdown of Costs by Activity ¹	Error! Bookmark not defined.
Form FIN-4: Breakdown of Remuneration ¹ (Lump-Sum)	Error! Bookmark not defined.
Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)	Error! Bookmark not defined.
Appendix: Financial Negotiations - Breakdown of Remuneration Rates	Error! Bookmark not defined.

Form FIN-1: Financial Proposal Submission Form

DATE.....

To: **||Kharas Regional Council**
Private Bag 2184
Keetmanshoop

Dear Sir/Madam:

We, the undersigned, offer to provide the consulting services for Provision of Consultancy Services for the Design and Construction Supervision for Infrastructure Services in Roshpinah-Tutungeni in accordance with your Request for Proposal dated.....and our Technical Proposal. Our attached Financial Proposal is for the lump sum of

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount in Namibia Dollars	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Section 5. Terms of Reference

TERMS OF REFERENCE FOR THE PROVISION OF CONSULTANCY SERVICES FOR THE DESIGN AND CONSTRUCTION SUPERVISION OF INFRASTRUCTURE SERVICES IN ROSHPINAH-TUTUNGENI

1. BACKGROUND

This consultancy assignment is regarding the provision of consultancy services with regards to the proposed infrastructure services in Roshpinah-Tutungeni.

2. SCOPE OF CONSULTANCY SERVICES

The Consulting team is expected to offer a highly skilled and experienced team of experts for the successful accomplishment of all the services in each category and act as a project manager on the project for overall co-ordination who shall serve as the ||Kharas Regional Council's primary contact.

In terms of consultants who will be involved in the project, the technical proposal must be presented indicating all the required personnel. The available budget is N\$ 1 400 000.00 (all inclusive) and the consultant is expected to provide the cost estimate based on this budget in accordance with Government Gazette's tariffs. Due to funding constraints, the project may spill into subsequent years but the consultant's cost estimate must be as per the provided budget.

The objective of the consulting services is to carry out the detailed design and documentation required for tendering, site supervision as well as contract administration for the Construction of sewer and water reticulation services for Roshpinah - Tutungeni. The Consultant shall assist the ||Kharas Regional Council during the bidding process and throughout the contracting services, contract management and site supervision for the project. The services will comprise the following tasks:

- Geotechnical and topographical Surveying
- Detailed engineering designs for the construction of Municipal Services in Rosh Pinah – Tutungeni, preparation of technical documentation, cost estimations, preparation of construction drawings and contract documents.
- Bidding process and assist in evaluation of bids.
- Contract management and supervision of construction.
- Submission of all design documentation and files in DWG

format and Georeferenced to ||KRC for input to the GIS system.

The Consultant shall for the purpose of contract administration, assume the duties of Engineer. The Consulting Services as detailed and agreed in, upon award, shall be conducted within the borders of the Republic of Namibia.

3. PAYMENTS

The applicable Payment Methods are as specified in the following Table below:

CONSULTING SERVICES (EXCLUDING CONTRACT ADMINISTRATION AND SITE SUPERVISION SERVICES)	REPORT AND PRELIMINARY DESIGN STAGE
	DESIGN AND TENDER STAGE
	CONSTRUCTION STAGE - WORKING DRAWINGS
CONTRACT ADMINISTRATION & SITE SUPERVISION SERVICES	CONSTRUCTION STAGE - SUPERVISION

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS
LUMP-SUM PAYMENTS**

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address¹]*.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."
2. **Term**

The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - B. Schedule of Payments

The schedule of payments is specified below²:
[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]
 - C. Payment Conditions

Payment shall be made in *Namibia Dollars*, no later than 30 days following submission by the Consultant of invoices in duplicate to the coordinator designated in paragraph 4.
Payments shall be made to Consultant's bank account *[insert*

¹ Avoid use of "P.O. Box" address

² Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

- banking details.]*
4. **Project Administration**
 - A. Coordinator.
The Client designates **Mrs B. Fufuna-Chief Development Planner** as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.
 - B. Reports.
The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment and will constitute the basis for the payments to be made under paragraph 3.
 5. **Performance Standards**
The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
 6. **Inspections and Auditing**
The Consultant shall permit, and shall cause its Consultants to permit, the Client and/or persons or auditors appointed by the Client to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Client (including without limitation s determination of ineligibility) in accordance with prevailing sanctions procedures.
 7. **Confidentiality**
The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
 8. **Ownership of Material**
Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software³.
 9. **Consultant Not to be Engaged in Certain Activities**
The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
 10. **Insurance**
The Consultant will be responsible for taking out any appropriate insurance coverage.
 11. **Assignment**
The Consultant shall not assign this Contract or sub-contract any portion

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

- of it without the Client's prior written consent.
The Contract shall be governed by the laws of Namibia, and the language of the Contract shall be *English*.
- 12. Law Governing Contract and Language**
- 13. Dispute Resolution⁴** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of Namibia.
- 14. Termination** The Client may terminate this Contract with at least ten (10) working days' prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:
- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing.
 - (b) If the Consultant becomes insolvent or bankrupt.
 - (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
 - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____