



**REQUEST FOR CONSULTANCY SERVICES**  
**Provision of Engineering Consultancy Services:**  
**Assistant Resident Engineers to carry out**  
**Construction Supervision for NamWater Project**  
**(Schwarzekuppe-Swakopmund pipeline section 6B &**  
**6C)**

**Procurement No: SC/RP/NW- 006/2027**

<b>Client</b>	<b>Namibia Water Corporation (NamWater)</b>	
<b>Name of Bidder</b>		
<b>Contact Person</b>		
<b>E-mail Address</b>		
<b>Contact Phone number</b>	<b>Work:</b>	<b>Mobile:</b>

**Documents must be Posted or Delivered to:**

**The Quotation/Bid Box**

**ATT: Procurement Management Unit ([bids@namwater.com.na](mailto:bids@namwater.com.na))**

Namibia Water Corporation Ltd.

Private Bag 13389

176 Iscor Street, Aigams Building

Windhoek

**Closing Date: Tuesday, 23 June 2026 at 11h00**  
**NO LATE BIDS WILL BE ACCEPTED**

# REQUEST FOR PROPOSAL

## LETTER OF INVITATION

**Subject: Provision of Engineering Consultancy Services: Assistant Resident Engineers to carry out Construction Supervision for NamWater Project (Schwarzekuppe-Swakopmund pipeline section 6B & 6C)**

1. You are hereby invited to submit technical and financial proposals for the provision of Engineering consultancy services (i.e. Assistant Resident Engineer) to carry out Construction Supervision for the Schwarzekuppe-Swakopmund pipeline section 6B & 6C project, which could form the basis for future negotiations and ultimately, a contract between you and the NamWater.
2. The purpose of this assignment is to:
  - (a) Assist NamWater in conducting construction supervision for the Schwarzekuppe-Swakopmund pipeline section 6B & 6C construction project. The Assistant Resident Engineers will undertake all required tasks to oversee construction supervision throughout the construction period, ensuring compliance with all activities specified in the Term of Reference (TOR).
3. The following documents are enclosed to enable you to submit your proposal:

Annexure 1: Terms of Reference. [ Annexure 1];

Annexure 2: Supplementary Information to Consultant, including a suggested format of curriculum vitae [Annexure 2];

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

4. Any request for clarification should be forwarded in writing to:

Procurement Management Unit

NamWater

176 Iscor Street, Northern Industrial Area

Tel: +264 61 710 000

Email: [bids@namwater.com.na](mailto:bids@namwater.com.na)

[Windhoek, Khomas Region](#)

Request for clarifications should be received **7 days** prior to the deadline set for submission of proposals.

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

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

## 6. Eligibility

- (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- (d) The following mandatory documentary evidence is required to accompany the Technical Proposal;
  - (i) have a valid certified copy of company Registration Certificate; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))**
  - (ii) Have an original or certified copy of a valid Good Standing Tax Certificate; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963))**
  - (iii) Have a valid good Standing Social Security Certificate;
  - (iv) Have a valid certified copy of Affirmative Action Compliance Certificate, or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998; **(certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)).**
  - (v) Submit signed Bid-securing Declaration.
  - (vi) 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;

## **7. Submission of proposals**

The proposals from the shortlisted consultants shall be submitted in **2 (two) separate envelopes**, namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". If the Financial Proposal is not submitted in a separate sealed envelope as indicated above, this will constitute grounds for declaring the Proposal non-responsive. The proposals must be deposited into the bid box on or before, **Tuesday, 23 June 2026, The Quotation/Bid Box, Namibia Water Corporation Ltd, Private Bag 13389, 176 Iscor Street, Aigams Building, Windhoek.**

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

## **8. Deciding Award of Contract**

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 100 marks for Technical Proposals. Proposals from consultants should score at least 70 marks for the Technical Proposals to be retained for further consideration.

Only those consultants scoring a total of 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Consultant scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked Consultant and so on until an agreement is reached. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

## **9. Rights a Public Entity**

- (a) Please note that NamWater 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 site, if any, is not reimbursable as a direct cost of the assignment.

## **10. Duration of Assignment**

The estimated duration of the works is **12 months** and is subjected to changes in a case of unforeseen contract extensions. The bidders should base their financial proposal on a 12 months rate.

## **11. Validity of Proposal**

You are requested to hold your proposal valid for **120 days** from the deadline for submission of proposals during which period you will maintain without change, your

proposed price. NamWater will make its best efforts to finalize the agreement within this period.

**12. Commencement date of Assignment**

The Consultant will be expected to take up/commence with the assignment in **14 days after contract signing**.

**13. Tax Liability**

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

(a) payments to the Consultant in connection with carrying out the works;

**14. 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.

**15.** NamWater would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

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.

## **TERMS OF REFERENCE**

**Ref.: SC/RP/NW-006/2027**

### **PROVISION OF ENGINEERING CONSULTANCY SERVICES: ASSISTANT RESIDENT ENGINEERS TO CARRY OUT CONSTRUCTION SUPERVISION FOR NAMWATER PROJECTS (SCHWARZEKUPPE-SWAKOPMUND PIPELINE SECTION 6B & 6C)**

#### **1. INTRODUCTION**

NamWater recently awarded construction projects across the country, necessitating the continuous on-site presence of Assistant Resident Engineers for site supervision. Bonafide Engineering consulting firms are thus invited to submit offers for the provision of engineering consultancy services by providing assistant resident engineers to carry out construction supervision.

The Assistant Resident Engineers will be stationed full time on site and will report to the NamWater Resident Engineer. It is envisaged that the NamWater Resident Engineer will visit the site on a weekly or bi-weekly basis to ensure that any pending matters are resolved timeously.

#### **2. PROJECT DESCRIPTION**

Water abstracted from the Kuiseb Aquifer is supplied to Walvis Bay and Swakopmund through the Collector 2–Collector 1–Schwarzekuppe–Swakopmund pipeline, which forms part of the Central Namib Water Scheme. The water is stored at the Swakopmund Base Reservoir and the Mile 7 Reservoirs, from where it is distributed to the municipalities of Walvis Bay, Swakopmund, and Arandis, as well as to nearby uranium mines, including Rössing, Langer Heinrich, and Husab.

This pipeline was commissioned in 1974 and has now reached the end of its economic lifespan, requiring urgent replacement in its entirety. This is evidenced by the frequent pipe failures experienced along the pipeline.

NamWater has already completed Phase 1 and 36 kilometres of Phase 2 of the replacement works. The remaining section, approximately 8 kilometres in length, has been identified as a high priority. This project entails the replacement of this remaining section.

The construction site is limited to the area along the access road and the existing pipeline, extending from the recently completed above-ground DCI pipeline to the Swakopmund Base Reservoir. Access to the site is via the existing gravel road branching off from the bridge to the Langer Heinrich mine, across the railway line, onto the new road to Walvis Bay.

Phase 2 of the Schwarzekuppe–Swakopmund replacement pipeline consists of three (3) sections: Section 6A (DCI), Section 6B (GRP), and Section 6C (HDPE). Section 6A has already been completed; therefore, only Sections 6B and 6C form part of this project.

Section 6B consists of: The construction of a 600 NB GRP above-ground pipeline. The new pipeline will connect to the manhole constructed for Section 6A. The works for this section include the construction of all manholes, thrust blocks, and ancillary pipework. This section is approximately five kilometres (5 km) long and runs parallel to the existing buried pipeline at an offset of approximately 5 m.

Section 6C consists of: The construction of a 710 OD HDPE below-ground pipeline continuing from where Section 6B ends. The works for this section include the construction of all manholes, thrust blocks, and ancillary pipework. This section is approximately three kilometres (3 km) long.

The Contractor is required to carry out, but is not limited to, the following tasks:

- (i) Setting out the pipeline route
- (ii) Clearing the site and removing topsoil, as well as any existing concrete structures, if present
- (iii) Conducting a suitable geotechnical investigation
- (iv) Supplying and laying pipes and fittings, constructing all manholes, and installing pipework for air valves, scour valves, isolation valves, and thrust blocks for the remaining sections
- (v) Compaction of bedding and disturbed soil around manholes and thrust blocks
- (vi) Testing and commissioning the pipeline sections
- (vii) Rehabilitation of the existing pipe bridge (applicable to Section 6B)

The Time for Completion of the Works is twelve (12) calendar months from the project Commencement Date, including the builder's holiday and all public holidays. A Contractor has already been appointed, and the Commencement Date is scheduled for June 2026.

### **3. SCOPE OF SERVICES**

The services of 1 (one) Assistant Resident Engineers will be required. The Assistant Resident Engineers are required to carry out the following:

#### **3.1 CONSTRUCTION SUPERVISION**

- 3.1.1 Oversee the day-to-day construction activities, ensuring they align with the project plan and schedule.
- 3.1.2 Ensure that the contractor adheres to the technical specifications, drawings, and contract documents.
- 3.1.3 Conduct regular site inspections and quality control checks.
- 3.1.4 Coordinate with the Project Manager, contractors, and other stakeholders to resolve any issues or conflicts that arise on-site.

3.1.5 Ensure that all materials and equipment used in the project comply with the required standards and specifications.

### **3.2 QUALITY CONTROL AND ASSURANCE**

3.2.1 Implement and monitor the Quality Assurance/Quality Control (QA/QC) plan for the project.

3.2.2 Conduct inspections and tests to verify the quality of workmanship and materials.

3.2.3 Document and report any non-conformities and ensure corrective actions are implemented

### **3.3 HEALTH, SAFETY AND ENVIRONMENTAL COMPLIANCE**

3.3.1 Enforce compliance with health, safety, and environmental regulations.

3.3.2 Conduct regular safety audits and inspections.

3.3.3 Foster a culture of safety on-site and ensure all personnel are informed about and adhere to safety protocols.

### **3.4 TECHNICAL SUPPORT AND GUIDANCE**

3.4.1 Provide technical guidance and support to the construction team.

3.4.2 Review and approve shop drawings, materials submittals, and construction methods.

3.4.3 Ensure the effective implementation of design changes and variation orders.

### **3.5 CONTRACT ADMINISTRATION**

3.5.1 Assist in the administration of the construction contract, including review of contractor's progress reports, claims, and payment requests.

3.5.2 Maintain detailed and accurate project records, including daily logs, inspection reports, and correspondence.

3.5.3 Facilitate regular progress meetings with the contractor and stakeholders.

### **3.6 COORDINATION AND COMMUNICATION**

3.6.1 Facilitate effective communication between the project team, contractors, and stakeholders.

3.6.2 Organize and lead regular progress meetings to discuss project status, issues, and resolutions.

3.6.3 Ensure all project stakeholders are informed of the project's progress and any significant developments.

### **3.7 DOCUMENTATION AND REPORTING**

3.7.1 Compile comprehensive project records, including daily logs, inspection reports, and communication records for submission to the Project Engineer.

3.7.2 Prepare and submit a detailed project completion report, including lessons learned and recommendations for future projects.

3.7.3 Ensure all project documentation is properly archived and accessible for future reference

### **3.8 COMMISSIONING AND HANDOVER**

3.8.1 Supervise the commissioning of the pipeline and associated facilities, ensuring they operate correctly.

3.8.2 Coordinate with the client for the final handover of the project, ensuring all contractual obligations are met.

### **3.9 PROJECT CLOSE-OUT**

- 3.9.1 Oversee the completion of all construction activities, ensuring all work is finished to the required standards.
- 3.9.2 Conduct final inspections and ensure any deficiencies are addressed.
- 3.9.3 Verify that all project deliverables, including as-built drawings and operation manuals, are complete.

## **4. FACILITIES TO BE PROVIDED BY THE PUBLIC ENTITY**

### **4.1 ACCOMMODATION**

4.1.1 The Employer shall provide furnished accommodation located within 50kilometers of the site offices. The accommodation shall be a 1 or 2 bedroomed house/flat, which shall be on a fenced or walled property. The house/flat will comprise of 1 or 2 bedrooms each with built-in wardrobes; one bathroom with toilet; lounge and kitchen with stainless steel sink, cupboards and kitchen dresser and secure parking.

4.1.2 The Employer shall arrange for the provision, installation, maintenance of brand-new curtains and furniture for the house, good quality cooking utensils, crockery and cutlery (sets of 6) as well as Wi-Fi network (minimum speed of 20mbps).

### **4.2 OFFICE SPACE**

4.2.1 The public entity will provide adequate on-site office space for Assistant Resident Engineers. The office will be equipped with essential furniture (desks, chairs, storage cabinets) and basic office supplies.

### **4.3 COMMUNICATION AND IT INFRASTRUCTURE**

4.3.1 The public entity will ensure the availability of internet access.

4.3.2 Necessary IT equipment such as a laptop, software, printers and photocopiers will be provided.

### **4.4 HEALTH AND SAFETY PROVISIONS**

4.4.1 The public entity will ensure that appropriate health and safety facilities are available onsite, including first aid kits, emergency medical services, and access to local healthcare providers.

4.4.2 The public entity will provide personal protective equipment (PPE) such as overalls, safety boots, hard hats and reflective vests.

### **4.5 SITE AMENITIES**

4.5.1 Necessary site amenities, such as sanitary facilities, meeting rooms, and break areas, will be provided to ensure a comfortable and productive working environment.

### **4.6 PROJECT MANAGEMENT TOOLS**

4.6.1 The Employer will supply project management tools, such as software for scheduling, budgeting, reporting, reviewing and amending drawings to facilitate efficient project oversight.

### **4.7 PROFESSIONAL REFERENCES AND RESOURCES**

4.7.1 The Employer will provide access to relevant codes, standards, technical references, and professional resources necessary for the effective supervision and management of the project.

### **4.8 COMMUNICATION DEVICES**

4.8.1 The Employer will ensure that the Assistant Resident Engineer has access to a mobile communication device (e.g., smartphone, tablet) to maintain constant communication with the project team and stakeholders.

## **5. REQUIRED QUALIFICATIONS AND EXPERIENCE**

5.1 A Bachelor's Degree in Civil Engineering or National Diploma in Civil Engineering.

5.2 Registration as in-Training with the Engineering Council of Namibia.

5.3 Minimum of 2 years of general experience in Civil Engineering infrastructure construction projects. Years of experiences are counted after the date on which the candidate obtained their qualification

5.4 Experience as an Assistant Resident Engineer for at least one (1) water infrastructure construction project (e.g. water pipelines, sewers, reservoirs etc.), where the project values is  $\geq$  N\$ 2 million.

5.5 Computer literacy in Microsoft Office Suite, drafting (AutoCAD, Revit or Civil 3D) knowledge of design and construction codes (e.g. SANS 1200, etc.), conflict resolution skills and people management skills.

5.6 Code B Driver's license.

5.7 A Namibian Citizen or Permanent Resident (Minimum requirement)

## **6. FACILITIES TO BE PROVIDED BY ASSISTANT RESIDENT ENGINEERS**

### **6.1 TRANSPORTATION**

6.1.1 Bidders shall provide, as an optional item, personal transportation for the Assistant Resident Engineer (ARE) for travel to, from and around the project site. The vehicle supplied should be capable of accessing all areas of the site, some of which will required off-road driving capabilities. The cost for supplying, operating and maintaining a suitable vehicle for the full duration of the construction period shall be priced separately in the financial offer.

6.1.2 NamWater reserves the right to:

a) Award the transportation component; or

b) Provide a vehicle directly to the Assistant Resident Engineer, in which case the optional transportation item submitted by the bidder may not be awarded.

## **7. DURATION AND LOCATION**

The Assistant Resident Engineers will be required on-site for the duration of the project, estimated to be 12 months, with the possibility of extension based on project needs. The project site is located near Swakopmund, Erongo region.

## **TECHNICAL OFFER**

The first envelope, which shall be clearly marked with the name of the bidder and Procurement Reference No. SC/RP/NW-006/2027, Technical Offer for **“PROVISION OF ENGINEERING CONSULTANCY SERVICES: ASSISTANT RESIDENT ENGINEERS TO CARRY OUT CONSTRUCTION SUPERVISION FOR NAMWATER PROJECTS (SCHWARZEKUPPE-SWAKOPMUND PIPELINE SECTION 6B & 6C)”** shall contain but need not be limited to:

- a) A brief introduction,
- b) These Terms of Reference,
- c) Details of the specific Consultant and the proposed Assistant Resident Engineer that will be assigned to this Project and a comprehensive CV with details of similar contracts or projects that s/he has previously been involved in and the nature of his/her involvement in the developments. Where relevant expertise is available in the Region, bidders are encouraged to make use of it.

\*\* It is explicitly stressed that the Consultant is invited to present in his/her technical proposal his/her own ideas and concepts where the Consultant is convinced that they do not fully coincide with the stipulations of the TOR.

Evaluation will be done in accordance with the criteria in this bid document.

### **FINANCIAL OFFER**

The second envelope, which shall be clearly marked with the name of the bidder and Procurement Reference No. SC/RP/NW-006/2027, Financial Offer for **“PROVISION OF ENGINEERING CONSULTANCY SERVICES: ASSISTANT RESIDENT ENGINEERS TO CARRY OUT CONSTRUCTION SUPERVISION FOR NAMWATER PROJECTS (SCHWARZEKUPPE-SWAKOPMUND PIPELINE SECTION 6B & 6C)”** shall contain:

- a) A fixed price bid must be submitted, with optional and additional items priced separately. The cost of each item should also be clearly shown, bearing in mind the deliverables and payments that will be made separately during project execution.

As mentioned earlier, it will be a requirement of the consulting services that full time Construction supervision must be provided for the duration of the contract. Therefore, Consultants are required to submit prices for full time site supervision, based on a **12-month** construction period. Consultants are further requested to submit monthly rates and a proposal for escalation if the construction period exceeds **12 months**.

## BIDDING PROCESS & EVALUATION

To be done strictly in accordance with the Public Procurement Act, 2015.

### I. General bidding Process:

- ✓ Bidding process shall be by means of a two envelope system: Both the Technical Proposal and Financial Proposal must be submitted on the closing date for invitation for bids as stipulated in this Terms of Reference.
- ✓ Only the **Technical Proposal** will be opened at the close of invitation for bids and the names read out and the requested mandatory documents will be checked.
- ✓ The proposals will be evaluated on the basis of a maximum of 100 marks for Technical Proposals.
- ✓ A Bidder who fails to achieve a minimum score of 70 marks for Technical Evaluation will be deemed as "non-responsive" and will be excluded from being considered for further evaluation
- ✓ All responsive bidders will be checked for financial Evaluation as below:

III. 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 corrected price; and

$F$  is the corrected price of the proposal under consideration

IV. Evaluation Criteria and Weighting of Combined Proposals:

The weights given to the Technical (T) and Financial (P) Proposals are:

a. Technical Proposal

b. Financial Proposal

$T = 0.7$  and  $P = 0.3$

$$\text{Total Score } S = S_t \times 0.7 + S_f \times 0.3$$

- ✓ The Bid will be awarded to the bidder with the highest Total Score.

### II. Evaluation Methodology:

Evaluation is going to be conducted by an ad hoc Bid Evaluation Committee (BEC) in accordance with the following criteria as stated in two phases.

- ✓ Phase 1: Mandatory Documents (Eligibility Criteria)

The eligibility criteria will be assessed based on a Yes or No basis. All bidders that pass with Yes in all the required documents as stated in table 1, will proceed to the next phase (phase 2 - technical evaluation)

**Table 1: Compulsory/Mandatory Requirements**

ITEM No.	REQUIREMENT	CONFORM (YES/NO)
1	Has the Bidder submitted a valid certified copy of Company Registration Certificate, ( <b>certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963),</b>	
2	Has the Bidder submitted an <b>original or certified copy of a valid good Standing Tax Certificate (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).</b>	
3	Has the bidder submitted a valid <b>Good Standing Social Security Certificate;</b>	
4	Has the bidder submitted a valid certified copy ( <b>certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)</b> ), of <b>Affirmative Action Compliance Certificate</b> , or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;	
5	Submitted a duly completed and signed Bid-securing Declaration Form.	
6	Submitted 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;	
7	Do the proposed personnel with relevant qualifications, capability and experience to successfully carry out the works have Namibian Identification Documents and Namibian Permanent Residence Permits. <b>All supporting identifications and other documents should be certified by a commissioner of Oath appointed in terms of the Justices of Peace and Commissioners of Oaths Act.1963 (Act No.16 of 1963)</b>	
8	Initial all pages of the documents and attachments.	

✓ Phase 2: Technical Evaluation

Bidders will be assessed against the technical evaluation criteria as stated in Table 2 below. The total technical evaluation is out of 100%.

**Table 2: Technical Evaluation Criteria**

Item No.	Criteria	Maximum Score
1.	<p><b>Qualifications</b></p> <p>BSc / BEng Degree in Civil Engineering = 30            BTech Degree in Civil Engineering = 25            National Diploma in Civil Engineering = 20</p>	<b>30</b>
2.	<p><b>*Full registration or registration as in-Training with the Engineering Council of Namibia (ECN)</b></p> <p>Proof of registration as with the Engineering Council of Namibia (ECN) to be provided = 10</p> <p>No Proof of registration as with the Engineering Council of Namibia (ECN) to be provided = 0</p> <p>*Bids not meeting the minimum requirements will be disqualified.</p>	<b>10</b>
3.	<p><b>General Experience</b></p> <p>*Minimum of 2 years of general experience in Civil Engineering infrastructure construction projects. Years of experiences are counted after the date on which the candidate obtained their qualification.</p> <p>4 years or more experience = 20            2 years or more but less than 4 years experience = 15            Less than 2 years experience = 0</p> <p>*Bids not meeting the minimum requirements will be disqualified.</p>	<b>20</b>
4.	<p><b>Specific Experience</b></p> <p>Experience as an Assistant Resident Engineer for *at least one (1) water infrastructure construction project (e.g. water pipelines, sewers, reservoirs etc.), <b>where the project values is ≥ N\$ 2 million.</b></p> <p>3 or more projects experience = 10            1 project or more but less than 3 project experience = 5            Less than 1 project experience = 0</p> <p>*Bids not meeting the minimum requirements will be disqualified.</p>	<b>10</b>
5.	<p><b>Computer literacy, knowledge of applicable standards and other skills</b></p>	<b>10</b>

	<p>Computer literacy in Microsoft Office Suite, drafting (AutoCAD, Revit or Civil 3D) knowledge of design and construction codes (e.g. SANS 1200, etc.), conflict resolution skills and people management skills.</p> <p>Computer literacy, knowledge of applicable standard and other relevant skills demonstrated through training certificates, design drawings etc. = 10</p> <p>Computer literacy, knowledge of applicable standard and other relevant skills not demonstrated through training certificates, design drawings etc. = 0</p>	
<b>6.</b>	<p><b>Driver's license</b> *Minimum Code B driver's license</p> <p>Proof of driver's license provided = 10 No proof of driver's license provided = 0</p> <p>*Bids not meeting the minimum requirements will be disqualified.</p>	<b>10</b>
<b>7</b>	<p><b>Namibian citizen or permanent resident (*minimum requirement)</b></p> <p>Proof of Namibian citizenship or permanent residence = 10 No proof of Namibian citizenship or permanent residence = 0</p> <p>*Bids not meeting the minimum requirements will be disqualified</p>	<b>10</b>
	<b>TOTAL</b>	<b>100</b>

**A Bidder who fails to achieve a minimum score of 70 marks for Technical Evaluation will be deemed as "non-responsive" and will be excluded from being considered for further evaluation**

**All responsive bidders will be checked for financial Evaluation as below:**

III. 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 corrected price; and

$F$  is the corrected price of the proposal under consideration

IV. Evaluation Criteria and Weighting of Combined Proposals:

The weights given to the Technical (T) and Financial (P) Proposals are:

- a. Technical Proposal 70%

b. Financial Proposal 30%

T = 0.7 and P = 0.3

Total Score S = St x 0.7 + Sf x 0.3

**Bid will be awarded to the substantially responsive bidder with the highest Total Score.**

V. Validity Period of the Bid: 120 days

## **Annexure - 2**

### **SUPPLEMENTARY INFORMATION FOR CONSULTANTS**

#### **Proposals**

1. Proposals should include the following information:
  - a) Technical Proposals
    - (i) Curriculum Vitae of Consultant (Form F-2).
    - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
    - (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
    - (iv) A description of the way the Consultant would plan to execute the work.
    - (v) The Consultant shall include a detailed programme showing all aspects of the project.
    - (vi) The Consultant shall include an organisation chart for the various aspects of the project and a detailed manning schedule.
    - (vii) 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).
  - b) Financial Proposals
2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and **(3) copies of each.**

#### **Contract Negotiations**

1. 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 they may have made to improve the Terms of Reference. Agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and reporting schedule.
2. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of the proposed payment schedule.

#### **Review of reports**

1. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.

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

**Date:** /Day|month|year/ .....

**Procurement Ref No.:** .....

**To: Namibia Water Corporation Ltd.**

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.]

**\*delete if not applicable / appropriate**



## 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:**.....

*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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Provision of Engineering Consultancy Services: Assistant Resident Engineers to carry out Construction Supervision for NamWater Projects (SCHWARZEKUPPE-SWAKOPMUND PIPELINE SECTION 6B & 6C)**

I/We \_\_\_\_\_herewith enclose Technical and Financial Proposals for selection as Consultant for the **NamWater**.

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 DURING LAST 10 YEARS.**

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

<b>Sl. No.</b>	<b>Name of assignment</b>	<b>Name of Project</b>	<b>Owner or Sponsoring agency</b>	<b>Cost of Project</b>	<b>Date of Commencement</b>	<b>Date of Completion</b>	<b>Was assignment satisfactorily completed</b>

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.).

Cost of Services<sup>1</sup>

<b>Remuneration:</b>					
<b>Consultant Name</b>	<b>Monthly Rate (N\$)</b>	<b>Working Months</b>	<b>Total Cost (N\$)</b>		
Name:	N\$	No: 12	N\$		
Transport	N\$	No: 12	N\$		
		<b>Sub-Total (Remuneration)</b>	N\$		
<b>Out of Pocket Expenses:</b>					
	<b>Room Charge(N\$/day)</b>	<b>Subsistence(N\$/day)</b>	<b>Total (N\$)</b>	<b>Days</b>	<b>Total (N\$)</b>
2					
<b>(a) Per Diem:</b>	N\$	N\$	N\$	No:	N\$
<b>(b) Air fare:</b>					N\$
<b>( c ) Lump Sum Miscellaneous Expenses:</b>					N\$
		<b>Sub-Total (Out of Pocket)</b>			N\$
		<b>Contingency Charges:</b>			N\$
		<b>Total Estimate:</b>			N\$
		<b>VAT:</b>			N\$

		<b>Total:</b>			N\$
--	--	---------------	--	--	-----

Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

2 Reimbursable at cost with supporting documents/receipts unless otherwise specified.

3 Per Diem is fixed per calendar day and need not be supported by receipts.

4 To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portorage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

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

**CONSULTANCY SERVICE CONTRACT**

**BETWEEN**

*[INSERT PUBLIC ENTITY NAME]*

**AND**

**[INSERT CONSULTANT NAME]**

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

**WITNESS THAT:**

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

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

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

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

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

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

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

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

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

3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity

3.2 The Consultant shall:

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

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

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

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

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.

- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

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

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

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

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

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

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

**ARTICLE IX**  
**TERMINATION OF CONTRACT**

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

**ARTICLE X**  
**DISPUTE SETTLEMENT**

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

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

- 11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.

11.2 Notwithstanding the preceding paragraph, the Public Entity may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

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

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

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

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

**FOR 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**

\_\_\_\_\_