



**KAVANGO EAST REGIONAL COUNCIL
DIRECTORATE OF PLANNING & DEVELOPMENT
SERVICES**

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RUNDU

REQUEST FOR PROPOSAL FOR

**“PROVISION OF CONSULTANCY SERVICES FOR CIVIL,
ELECTRICAL AND MECHANICAL WORKS IN KAVANGO EAST
REGION”**

Procurement Reference No: **CS/RP/KERC-01/2025-2026**

Document Issued: Monday, 30 March 2026

Closing Date & Time: Wednesday, 13 May 2026 @ 12H00

Name of Bidder: _____

Contact Number of Bidder: _____

E-mail Address of Bidder: _____

Business Address: _____

Authorized Representative: _____

Request for Proposal
LETTER OF INVITATION

Dear Sir,

Subject: Provision of Consultancy Services for Civil, Electrical and Mechanical Works in Kavango East Region

You are hereby invited to submit **Technical and Financial Proposals** for Consultancy Services required by the Kavango East Regional Council for the **Civil, Electrical and Mechanical Works within the Settlement Area of Kavango East Region** which could form the basis for future negotiations and ultimately a contract between you and the Kavango East Regional Council

1. The purpose of this assignment is to assist Council in achieving the following key objectives:
 - (a) **Infrastructure Development and Enhancement:** To cooperate in planning, design, and implementation of infrastructure projects that align with the growth of the region and development objectives. This include but not limited to water, sewer and electrical reticulation, roads and public facilities.
 - (b) **Technical Expertise:** To provide special technical knowledge in Civil, Electrical and Mechanical engineering, ensuring that all projects are executed with the highest standard of quality, safety, and efficiency.
 - (c) **Project feasibility Studies:** Conduct feasibility studies and assessments to identify and prioritize critical infrastructure needs and propose viable, cost-effective solutions.
 - (d) **Compliance and Quality Assurance:** Ensure that all engineering projects conform to statutory requirements, codes, and standards, while also contributing to environmental sustainability and resilience.
 - (e) **Community Engagement:** Engage with the community and stakeholders, seeking their input and addressing their concern to enhance the overall success of projects and to promote transparency.
 - (f) **Budget Management:** Manage project budget effectively, ensuring the allocation of resources and funds is done sensibly, and advise on cost-effective solution.

Services will be on a need basis during the three-year period of the contract duration.

2. The following documents are enclosed to enable you to submit your proposal:
 - a. the Terms of Reference (TOR) [Annexure 1];
 - b. supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 2];
 - c. Instruction for preparation of bid [Annexure 3]; and
 - d. a sample format of the Service Contract under which the service will be performed [Annexure 4]
3. Any request for clarification should be forwarded in writing to:

Kavango East Regional Council
P/Bag 2124
Maria Mwingere Street,
Rundu

for the attention of **Mr. Marcellus Mangundu**, Request for clarifications should be received 7 days prior to the deadline set for submission of proposals.

4. 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.
5. **Eligibility**
To be eligible to participate in this Bid exercise:
 - (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) Have a valid certified copy of Company Registration Certificate.
 - (e) Have an original valid or certified copy of Good Standing Tax Certificate.
 - (f) Have an original valid or certified copy of Good Standing Social Security Certificate.
 - (g) Have an original valid or certified copy of Good Standing BIPA Certificate

- (h) Have a valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that the bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.
- (i) Written undertaking in term of section 138 of Labour Act, 2015 and section 50(2)(D) of Public Procurement Act, 2015.
- (j) Have a certified copy of valid fitness certificate from a Local Authority in Namibia (Where the office is situated, and from where the services of this project will be provided from)
- (k) Local office must have designated engineers (One professional engineer for each discipline)
- (l) Proof of registration as a Professional Engineer must be attached.
- (m) Proof of Indemnity insurances must be attached.
- (n) List of personnel to be assigned to this project must be provided.
- (o) Proof of at least four (4) permanent employees who are Namibian Citizens, whereby at least two (2) should be assigned to the project on a Technical level (Attach proof of Social Security registration for the permanent employees to be assigned).
- (p) List of successfully completed projects (at least 5 or more completed projects) with attachment of appointment letters as proof, or purchase orders, project magnitude and duration taken to complete the projects.
- (q) Must submit a signed Power of Attorney.

6. Technical Requirements

This task will be completed by a consultant having submitted a proposal which includes the following information:

- (a) Curriculum Vitae of proposed expertise.
- (b) Proof of valid Membership with Professional bodies governing the profession in Namibia.
- (c) Proof of professional Indemnity Insurances.
- (d) An outline of recent experience on comparable assignments/projects executed during the last five (5) years which proof successful.
- (e) A description of the manner in which the Consultant would plan to execute the work.

7. Submission of Proposals

The proposals from the consultants shall be submitted in two (2) envelopes, namely Technical and Financial Proposal, and **should follow the form given in annexure 2 - "Supplementary Information for Consultants"**.

The proposals must be deposited into the bid box placed at:

Kavango East Regional Council, P/Bag 2124, Maria Mwengere Street, Rundu

Before or on the 13 May 2026 at 12H00 Namibian time. Proposal should not be forwarded by electronic mail. Late bids will be rejected.

8. Evaluation of Proposals

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

9. 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 eligibility criteria, experience, as well as previous consulting experiences. National Preferences in terms of Annexure 7 (b) of the Code of Good Practice GG No 8020 of January 2023 is applicable to this bid.

Item	Variable		TOTAL MARKS
Experience	Consulting Engineering Tasks Successfully Completed for the past five (5) years (attach proof)	MARKS	25
	0	0	
	1 to 2	15	
	2 to 4	20	
	5 and more	25	
Qualification	Qualification	MARKS	30
	Registration with ECN (Civil, Electrical/Mechanical)	20	
	2 x Technicians with relevant National Diploma in Engineering	10	
Fitness	Registration of Fitness with any Regional/Local Authority	MARKS	10
Proximity	Consultant's office within a 700 km radius from Kavango East Regional Council with designated Professional Engineers from each discipline (Civil, Electrical and Mechanical)	25	25
National Preference Sec. 71 of	Margin of Preference to Namibian Suppliers (Attach proof)	MARKS	10
	Namibian Shareholding Sec. 71 (3)	3	

Act.	Team Leader is a Namibian citizen	4
	50-60% of employee to render the service are Namibian citizens OR	1
	60% and above employees to render the service are Namibian citizens	3

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 continue 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.

10. Rights a Public Entity

- (a) Please note that the Kavango East Regional Council is not bound to select any of the consultants submitting proposals.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract including visits to Kavango East Region (Namibia), if any, is not reimbursable as a direct cost of the assignment.

11. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of **thirty-six months (three years)**.

12. Validity of Proposal

Any proposal submitted by any bidder shall be for a **period of 90 days from the deadline** of the submission, within such period the Procurement Management Unit of the Kavango East Regional Council, in its entire discretion, either accept or reject any bid, or accept any part thereof subject to such conditions as it may be set out.

13. Commencement date of Assignment

Date to be communicated

14. Tax Liability

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

15. Insurance

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

16. Confirmation of Invitation to submit proposal

We should appreciate if you would inform us by facsimile:

- (a) your acknowledgment of the receipt of this Letter of Invitation within *[insert no. of days]*; and
(b) further indicate whether or not you will be submitting the proposal.

17. Authority of person signing the bid.

Bidders should submit a letter giving authority to the person signing and initialing the bid.

The Kavango East Regional Council would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,



27/03/2026

MR. Jona M. Kangumbe
HEAD: PROCUREMENT MANAGEMENT UNIT



Enclosures:

- Annexure 1: Terms of Reference (ToR)
- Annexure 2: Supplementary Information to Consultant.
- Annexure 3: Instruction for preparation of Bid
- Annexure 4: Draft contract under which service will be performed.

TERMS OF REFERENCE

Provision of Consultancy Services for Civil, Electrical and Mechanical Works in Kavango East Region

Procurement Reference: CS/RP/KERC-01/2025-2026

Part 1. Background

The government and in particular the Ministry of urban and Rural Development through implementing agencies e.g Kavango East Regional Council has identified Ndiyona Constituency as a Settlement area. Ndiyona Settlement is allocated along the Trans-Kalahari Corridor, 110 km East of Kavango East Region. Several government project such as Build Together Houses, Sewer, Roads, Water and Electrical reticulations and other have necessitated the Central Government to continue to avail funds to Kavango East Regional Council to make sure that the delivery of these much needed services as contained in HHP2, NDP5 and other Governmental Programs have been achieved.

To respond to this and as part of the Regional Council's mandate, Kavango East Regional Council has been aggressive in servicing land and ultimately in making sure that affordable and services are delivered to the residents. Therefore, it is against this background that the Kavango East Regional Council would like to enter into a contractual agreement with multi-disciplinary Engineering Consultants to play a vital role towards the implementation of these capital projects.

Part 2. The Contra Services

2.1 The successful Consultant is expected to carry out all consulting engineering activities in Kavango East Region (Ndiyona Settlement) which include the followings:

- (a) **Infrastructure Development and Enhancement:** To cooperate in planning, design, and implementation of infrastructure projects that align with the growth of the region and development objectives. This include but not limited to water, sewer and electrical reticulation, roads and public facilities.
- (b) **Technical Expertise:** To provide special technical knowledge in Civil, Electrical and Mechanical engineering, ensuring that all projects are executed with the highest standard of quality, safety, and efficiency.
- (c) **Project feasibility Studies:** Conduct feasibility studies and assessments to identify and prioritize critical infrastructure needs and propose viable, cost-effective solutions.

- (d) **Compliance and Quality Assurance:** Ensure that all engineering projects conform to statutory requirements, codes, and standards, while also contributing to environmental sustainability and resilience.
- (e) **Community Engagement:** Engage with the community and stakeholders, seeking their input and addressing their concern to enhance the overall success of projects and to promote transparency.
- (f) **Budget Management:** Manage project budget effectively, ensuring the allocation of resources and funds is done sensibly, and advise on cost-effective solution.

2.2 Financial Analysis

As the tariffs for the Consulting Engineers are officially gazzeted, it is anticipated that consultants will adhere to these established rates. While financial proposals are likely to be similar because of the standard rates, the Council does not intend to prevent bidders from offering discounts if they wish. However, it is important to clarify that the Council is not requesting any discounts from the bidders under any circumstances.

The challenge of providing a lump sum cost in the absence of a clear defined scope of work is anticipated. In this case, are requested to base their financial proposals on an assumed yearly budget of N\$ 2,000,000.00. Bidders must however note that this figure is provided solely as a refence point to assist them in preparing their financial proposals. It is not a fixed or guaranteed budget, and the actual annual allocation may vary.

2.3 Office Distance to Kavango East Region.

Preference will be given to Consultants with an office located in a maximum distance of 700km radius to Kavango East, have employed Namibians on a permanent basis, as well as with an extensive past experience in consulting engineering activities. The office in the shortest distance to Kavango East Region must at least have one designated registered Professional Engineer in each Discipline (Civil and Electrical/Mechanical Engineering).

2.4 Compulsory Requirent

- Only registered professional/Incorporated engineers and engineering technicians will be considered.
- Proof of registration with the relevant professional body must be attached.
- List of personnel to be assigned to this project must be submitted.
- Experience should be provided (Minimum five (5) years successful projects in the past five (5) years.

2.5 Document to be attached.

The prospective bidder must submit all relevant supporting documents as proof.

Part 3. Contract duration and fees

(a) Contract will be for a period of three (3) years.

Work will be undertaken with recommendation of the Procurement Committee and the authorization of the Accounting Officer of the Kavango East Regional Council. Fees will be based on proposed rates submitted and such rates will be fixed for the duration of the contract.

(b) Payments will be made to the Service Provider based on key deliverables completed and signed off by the Kavango East Regional Council.

- Fee calculation should be as per the Government Gazette of the Republic of Namibia.
- Any possible discount should be clearly indicated in terms of percentage.
- Discount percentage offered will be used through the contractual period should the scope of work increase or decrease at the client's discretion.
- The client reserves the right to split the project in to different/various contractor or disciplines in a race of time against the possible capacity of the contractor in consultation with the Consultant. In case of contract separation, the provided formula and discount offered (if there is any) shall be used and payment can be effected once instruction is given to proceed with work.
- No flight or any other disbursement cost (Investigation, familiarization, or confirmation of work) by a consultant from other offices (e.g. Windhoek) will be paid separately during this stage. All other possible cost should be included in the proposal.

Part 4. Reporting and deliverables

The successful Consultant is expected to provide regular progress reports, feasibility studies, engineering designs, project management plans, quality assurance reports, and other documents required.

Part 5. Contracting Parties

The contract will be signed between the Kavango East Regional Council and the successful company, in accordance with the standard agreement of either party.

Part 6. Date of Commencement

The appointed Consultant shall commence with the assignment upon the signing of the contract.

Part 7. Duration of the assignment

Services will be on a need basis during the three-year period of the contract duration.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Provision of Consultancy Services for Civil, Electrical and Mechanical Works in Kavango East Region

Procurement Reference: **CS/RP/KERC-01/2025-2026**

Proposals should include the following information:

(a) Technical Proposals

- (i) Curriculum Vitae/s of Consultant and all those to be assigned to this project (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 manner in which the Consultant would plan to execute the work.
- (v) 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

1. Although it is expected for the successful bidder, when granted work, to charge as per the Tariff of Consulting Fees for Professional Engineers or Incorporated Engineers: Engineering Profession Act, 1986 as gazetted on Government Gazette No. 5014 of 15 August 2012, a financial proposal is still necessary for this bid. Financial proposals may vary due to disbursement cost charged, discounts offered, and/or individual assumptions made by each consultant.

Bidders must base their financial proposal on as assumed yearly budget allocation of N\$ 2,000,000.00. Bidders must however note that this figure is provided solely as a reference point to assist them in preparing their financial proposals. It is not fixed or guaranteed budget, and the actual annual allocation may vary.

2. The proposals shall be submitted in one original only. Submit two separate proposals in separate envelopes:
 - one envelop be marked "Technical Proposal" and
 - the other marked "Financial Proposal",
 - dully marked with Bid Number "CS/RP/KERC-01/2025-2026" and
 - titled "PROVISION OF CONSULTANCY SERVICES FOR CIVIL, ELECTRICAL AND MECHANICAL WORKS IN KAVANGO EAST REGION"

- please make sure your financial proposal (Form F-5) is properly sealed
- to be deposited into the Bid Box on or before 13 May 2026 at 12H00.

All envelopes should bear details of the bidding company.

All consultants must note that if technical proposals are packed in one document, it will warrant automatic disqualification.

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

Review of reports

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

INSTRUCTION FOR PREPARATION OF BID

Provision of Consultancy Services for Civil, Electrical and Mechanical Works in
Kavango East Region

RFP No. CS/RP/KERC-01/2025-2026

The following eligibility evaluation criteria will be used during the bid evaluation process.

Administrative requirements

- (a) Have a valid certified copy of Company Registration Certificate
- (b) Have an original/ certified copy of a valid good standing Tax Certificate.
- (c) Have an original/ certified copy of a valid good standing Social Security Certificate.
- (d) Have an original valid or certified copy of Good Standing BIPA Certificate.
- (e) Have a valid Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that the bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998.
- (f) Attach Bid Securing Declaration Form – Form – F2 (Fill, sign and stamp).
- (g) Attach the filled-in and signed Bid Submission Form – Form F1 (Filled, signed and stamped).
- (h) Written undertaking in term of section 138 of Labour Act, 2015 and section 50(2)(D) of Public Procurement Act, 2015. (Filled, signed and stamped).

Technical requirements

- (a) Have a certified copy of valid fitness certificate from a Local Authority in Namibia where your office is situated.
- (b) Proof of registration as a Professional/ Incorporated Engineer for the Civil, Electrical and Mechanical team leader be attached.
- (c) Proof of Indemnity Insurance.
- (d) List of personnel to be assigned to this project.
- (e) Proof of at least four (4) permanent employees who are Namibian Citizens, whereby at least two (2) should be assigned to the project on a Technical level (Attach proof of Social Security registration for the permanent employees to be assigned).
- (f) Successfully completed projects must be listed (at least 5) with attachment of appointment letters as proof, project magnitude and duration taken to complete the projects.
- (g) Must submit a signed power of Attorney.

Financial requirements

- (a) Attach a well detailed financial cost required for the exercises including accommodation and transport costs. Pay attention to form – F4 and attach the gazetted rates to be charged.

BID SUBMISSION FORM

From: _____

To: _____

Provision of Consultancy Services for Civil, Electrical and Mechanical Works in
Kavango East Region

RFP No. CS/RP/KERC-01/2025-2026

I/We _____ herewith enclose Technical and Financial Proposals for selection
as Consultant for the Kavango East Regional Council.

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

Yours faithfully

Signature: _____

Full name: _____

Address: _____

BID SECURING DECLARATION

(Section 45 of Act)

(Regulation 37(1)(b) and 37(5))

Date: _____

Procurement Ref No: _____

To: _____

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

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

- a) A modification or withdrawal of a bid after the deadline for submission of bids during the period of validity;
- b) Refusal by a consultant to accept a correction of an error appearing on the face of a bid;
- c) Failure by a successful bidder to sign a procurement contract in accordance with terms and conditions set forth in the bidding documents; or
- d) Failure by a successful bidder to provide security for the performance of the procurement contract if required to do so by the bidding documents.

I/We* understand this bid securing declaration cease to be valid if I am/We are* not the successful Consultant.

Signed:

[Insert signature of person whose name and capacity are shown]

[Indicate legal capacity of person(s) signing the Bid Securing Declaration]

[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 Consultant]

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

Corporate Seal (where applicable)

[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]

FORM F-3

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 employer's references, where appropriate. Use about two pages.]

Languages:

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

Certification:

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

Date: Day/Month/Year _____

[Signature of Consultant] _____

Full name of Consultant: _____

FORM F-4

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 5 YEARS**

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

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

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

Cost Estimate of Services¹

Remuneration:

Consultant Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
_____	_____	_____	_____
Sub-Total (Remuneration)			_____

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room charge	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
(b) Air fare					_____
(c) Lump Sum Miscellaneous Expenses ⁴ :					_____
Sub-Total (Out-of-Pocket)					_____
Contingency Charges:					_____
Total Estimate:					_____

¹ Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

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

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

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

SELF-DECLARATION
RFP No.: CS/RP/KERC-01/2025-2026

TITLE:PROVISION OF CONSULTANCY SERVICES FOR CIVIL, ELECTRICAL AND MECHANICAL WORKS IN KAVANGO EAST REGION

I/we the undersigned declare that:

- 1) I am/We are not blacklisted by the Government of Namibia in accordance with the applicable laws at the date of the deadline for this bid submission.
- 2) I am/We are not blacklisted by African Development Bank, Asia Development Bank, European Bank for Reconstruction and Development, Inter-American Bank Group and World Bank Group.
- 3) I/We will submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- 4) I/We will inform the contracting Authority, without delay, of any situation constituting a conflict of interest.
- 5) I/We will not seek, attempt to obtain or accept any advantage, financially or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract.

Declared at: _____ this _____ day of _____ 2026

Signature (of duly authorised officer): _____

Full Name and Designation: _____



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:

The location where work will be done, goods/services will be delivered:

.....

3. UNDERTAKING

I, owner/representative
of

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 by 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 relation to the goods and services being procured under this contract.

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

KAVANGO EAST REGIONAL COUNCIL

AND

[CONSULTANT NAME]

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THIS SERVICE CONTRACT entered into this _____ [date], between the *Kavango East Regional Council* [hereinafter called the "Public Entity"] and _____ (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 as soon as possible 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 *period of thirty-six (36) months*, beginning on the date of commencement of the Services, and ending not later than

ARTICLE III
DUTIES OF THE CONSULTANT

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;
 - (b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the 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 *[14 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 *[14 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 email 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 : Private Bag 2124, Rundu
Physical Address : Maria Mwendere Street, Rundu
Email : secretary.cro@kavangorc.gov.na

FOR THE CONSULTANT

Postal Address : _____
Physical Address : _____
Email : _____

ARTICLE XIV

(i) 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

WITNESSES

Name: _____

Signature _____

Annex 1 - Terms of Reference
Annex 2 – Appointment Letter
Annex 3 – Acceptance Letter

Date: _____

FOR THE CONSULTANT

Name: _____

Signature _____