



Request for Proposals for Consultancy services

FOR PROVISION OF CORPORATE TEAM BUILDING ACTIVITIES FOR OSHAKATI TOWN COUNCIL

PROCUREMENT NO: SC/RP/OSHTC-01/2024-2025

BID SUBMISSION:

- This is a hard copy request, and responses must be submitted in the Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nujoma Road, Oshakati.
- Deadline for request for clarifications from Bidders: Monday, **03 October 2024**
- Closing Date and Time of Bids: **Thursday, 03 October 2024@ 10 h00**
- Bidders must register their bids in the bid submission register at PMU Office before submitting their bids in the bid box.

Procurement Management Unit
Oshakati Town Council
Private Bag 5530
Oshakati
Namibia
Tel: 065-229500/535/536

Name of Bidder: _____

Email address: _____

Contact Number: _____

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

Procurement Ref No	SEP_RFP_01
RFP Reference Number	SC/RP/OSTC-01/2024-2025
Description of Goods	Request for Proposals for Provision of Corporate Team Building Activities for Oshakati Town Council
Closing Date & Time	Thursday, 03 October 2024@ 10 h00
Quotation Submission Address	Bid Box located at Oshakati Town Council Civic Centre, 906 Sam Nuyoma Road,
Validity Period of Quote	60 Days (from closing date)
Lead Time	One (1) Day
Incoterm	DDP

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

Contact Person for Enquiries and Clarifications:

Name	Anna-Liisa Korea	Erastus Anguku
Designation	Head of Procurement	Buyer
Telephone	+264 65 229500/535/536	+264 65 229 502
Email	akorea@oshtc.na procurementunit@oshtc.na	ErastusA@oshtc.na

LETTER OF INVITATION

Dear Sir/Madam

Subject: Request for Proposals for Provision of Corporate Team Building Activities for Oshakati Town Council Procurement No: SC/RP/OSTC-01/2024-2025

1. You are hereby invited to submit technical and financial proposals for consultancy services required under **Provision of Corporate Team Building Activities for Oshakati Town Council** for Oshakati Town Council which could form the basis for future negotiations and ultimately, a contract between you and the Oshakati Town Council
2. The purpose of this assignment is to:
 - (a) Team building and connection with inter departmental staff members while participating in multiple activities which combine unique skill set.
 - (b) Participants to be tested mentally and physically
 - (c) The staff complement to be divided into teams to compete in different fun activities not requiring a high level of fitness or skills.
 - (d) Activities to be based on a spirit of fun and should inspire all participants to share a laugh or two, enhance communication amongst diverse culture groups and foster true spirit amongst the staff members.
 - (e) Teams compete against the clock in different activities for one full working day.
 - (f) Propose a 1-day event filled program with managed corporate team building activities within a safe and fun environment for Council employees to socialize, build relationships and learn new skills.
 - (g) Combine activities/games to be identified and proposed in such a way that each activity has specific message in an experimental learning experience.
 - (h) Lessons to be learned for the experience to be practiced in the working environment
 - (i) The event program to address
 - Teamwork
 - Handling of pressure and conflict
 - Emotional intelligence
 - How to brand the Council
 - (j) Proposed Program outline: Saturday, 12 October 2024
 1. Breakfast / 2. Games/activities 3. Resting break/tea break 4. Games/activities 5. Lunch 6. Games/activities 7. End of day closure
 - (k) Pax: 90 [Councilors, Management, staff members and contract workers

Oshakati Town Council would like to thank you for considering this invitation for Request for Quotation.

Yours faithfully,
Anna-Liisa Korea
Head of Procurement

INSTRUCTIONS TO BIDDERS

1. The following documents are enclosed to enable you to submit your proposal:
 - (a) the Terms of Reference (TOR) [Annexure 1]
 - (b) supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 2]; and
 - (c) a sample format of the Service Contract under which the service will be performed [Annexure 3]
2. Any request for clarification should be forwarded in writing to the Public Entity Oshakati Town Council Request for clarifications should be received days before the deadline set for submission of proposals.
3. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.
4. Consultants are advised to consult the website of the Procurement Policy Office: **www.mof.gov.na/procurement-policy-unit** to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

5. 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.

1. Eligibility Criteria (Mandatory Legal Document)

To be eligible to participate in this Quotation exercise, bidder the bidder shall submit with this bid document:

- (a) A certified copy of a valid company Registration Certificate.
- (b) An original or certified copy of a valid good Standing Tax Certificate; **(Valid at the deadline of submission of bid)**
- (c) An original or certified copy of a valid good Standing Social Security Certificate; **(Valid at the deadline of submission of bid)**
- (d) A certified copy of a valid 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; **(Valid at the deadline of submission of bid)**

- (e) A certified copy of a valid "Registration Certificate" from a Local Authority Health Department or Ministry of Health & Social Services. **(Valid at the deadline of submission of bid)**
- (f) Bidder submitted Written statement by a power of attorney (or notary statement, etc.) proving that the person, who signed the bid on behalf of the company, is duly authorized to do so.
- (g) Bidder must submit Catalogues and any other literature to substantiate compliance with the required specifications.
- (h) Requested certified copies of documents shall only be considered if **(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)**
- (i) All bids that do not comply with the eligibility criteria or any other requirement in this document will be disqualified.
- (j) Bidder must provide **Two (2) customer reference certificates** from previous clients companies/agencies evidence of Performing of Similar work successfully. corporate Team building activities and events
- (k) Provide a business profile, clearly listing names of the firm/company address, contact persons with mobile numbers, pictures of previous team building activities conducted and notable credentials if any.
- (l) The bidder should have a minimum of five years' experience in corporate team building activities and capacity building.

2. Mandatory Administrative Documents

- (a) Bid Securing Declaration
- (b) Bid Submission Form
- (c) A written 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 as contemplated in section 138(2) of the Labour Act, 2007

6. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in one envelope for both Technical and Financial proposal and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before 03 October 2024@ 10h00 at Oshakati Town Council Civic Centre.

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

7. Deciding Award of Contract

The qualification and experience of the consultants shall be considered as the paramount requirement. Proposals from consultants should score at least 75 marks for the Technical Proposals to be evaluated further for financial Proposals.

Negotiations will start with the Consultant with the lowest substantially responsive consultant 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.

SECTION VIII: EVALUATION

EVALUATION CRITERIA

MANDATORY DOCUMENTS		Yes	No
Section A	Company Documentations		
	1. Certified copy of company Registration Certificate (certified by i.e. police, commissioner of oaths,);		
	2. Certified copies of the shareholders/ members identification documents.		
	3. Original or certified copy of a valid good Standing Tax Certificate or the equivalent in the bidder's area of jurisdiction (certified by i.e. police, commissioner of oaths, (Valid at the deadline of submission of bid) ;		
	4. Original or certified copy of a valid good Standing Social Security Certificate (applicable to Namibian registered companies only) (certified by i.e. police, commissioner of oaths); (Valid at the deadline of submission of bid) ;		
	5. A certified copy of a valid 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; (Valid at the deadline of submission of bid) ;		
	6. A certified copy of a valid "Fitness Certificate" from a Local Authority Health Department or Ministry of Health & Social Services. (Valid at the deadline of submission of bid)		
BID FORMS		Yes	No
SECTION B	1. Bid Securing Declaration Form is Duly filled in, duly signed, dated and stamped by an Authorised person and no alterations or amendments has been made to the Bid Securing Declaration Form.		
	2. Bid Submission Form (Quotation Letter) is duly filled in, duly signed, and dated and clearly indicating the bid validity period of 90 days		
	3. List of Pricing Schedule (duly filled in, duly signed, and dated		
	4. Labour Act Form (applicable to Namibian registered companies or companies that would make use of Namibian employees) duly filled in, duly signed, dated and stamped.		
	5. Indelible ink used, no correction fluid used, and all corrections crossed out and initialled or signed		

	6. Has the Original copy of the bid been typed or written in indelible ink and signed by a person duly authorized to sign on behalf of the Bidder		
	7. Any annexures that a bidder submits, inclusive of all coloured brochures, shall all be initialled.		
Section C	Technical Specification	Scoring	
	a) Two (2) Customers' reference letters with contact details of same/similar work done satisfactory attached.	10	
	b) Bidder must include a comprehensive company profile.	10	
	c) Submit proof of experience that confirms that firm provided consulting services in formal corporate training and teambuilding activities for period of 3 years. Points to be allocated as follows: <ul style="list-style-type: none"> • More than 3 years' experience (10) • 2 years' experience (5) • Less than 1 year experience (0) • Team leader highest qualification that the team leader has been trained to facilitate team building activities. (15) 	30	
	d) Technical approach and methodology (25) <ul style="list-style-type: none"> • Work plan (15) • Organization and staffing (support team etc.) (10) 	50	
	Total Score		

Table 4: Financial Evaluation

Oshakati Town Council shall select bid for award to the lowest arithmetically corrected evaluated, substantially, responsive bidder. However, the final award will be determined after the application of Margin of Preference as per **Section I (18)**.

(a) Margin of Preference

Exclusive Preference will be allowed for the following categories:

#	Category of Local Supplier	Margin of Preference
1	Manufacture	2
2	Micro, Small & Medium Enterprise (SME)	1%
3	Women Owned Enterprise	1%
4	Youth Owned Enterprise	2%
5	Previously Disadvantaged Person Owned Enterprise	2%
	Supplier promoting Environmental Protection Declaration and proof that the bid	
6	Suppliers providing employment to Namibian citizens	1%
	Total	7%

- 1.1. The applicable margins of preference and their application methodology are as follows:

A=MP x BP in which formula
100

- (a) "A" represents the amount to be determined:
- (b) "MP" represents the total percentage of all margins of preferences granted in respect
- (c) "BP" represents the bid price.

8. Rights a Public Entity

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

9. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of *[insert no. of days/weeks/months/years]*. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to

undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

10. Validity of Proposal

You are requested to hold your proposal valid for **60 days** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. Oshakati Town Council will make its best efforts to finalize the agreement within this period.

11. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded on **12 October 2024** you will be expected to take up/commence with the assignment on **12 October 2024**.

12. Insurance

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

SC/RRP/OSHTC-01/2024-2025

TERMS OF REFERENCE

INTRODUCTION

Event background:

Oshakati Town Council requests the opportunity for a team building and connection with their inter departmental staff members of Oshakati Town Council while participating in multiple activities which combine unique skills sets.

Participants will be tested mentally and physically. The staff compliment to be divided into teams to compete in different fun activities no requiring high level of fitness or skills.

The activities are to be based on the spirit of fun and should inspire all the participants to share a laugh or two, enhance communication amongst diverse culture group and Foster true spirits amongst staff members.

The teams to compete against the clock in different activities for one full day.

Event Objective:

- Provide a safe and fun environment for Oshakati town Council employees to socialize, build relationships and learn new skills.
- An event to engage with positive feelings, fun, laughter, informal teamwork, socializing, networking, stress reduction and engage participants.
- Will enable understanding the fundamentals of teamwork and value; effective communication, trust, integrity, problem solving, support and teamwork to reaffirm or redirect corporate culture.

The Consultant must develop a programme that will address:

- Teamwork
- Handling of pressure and conflict
- Emotional intelligence
- How to brand the Council
- Activities are structured to relate symbolically to the work environment

SCOPE OF WORK

The scope of work will include:

- (l) Team building and connection with inter departmental staff members while participating in multiple activities which combine unique skill set.
- (m) Participants to be tested mentally and physically
- (n) The staff complement to be divided into teams to compete in different fun activities not requiring a high level of fitness or skills.
- (o) Activities to be based on a spirit of fun and should inspire all participants to share a laugh or two, enhance communication amongst diverse culture groups and foster true spirit amongst the staff members.
- (p) Teams compete against the clock in different activities for one full working day.
- (q) Propose a 1-day event filled program with managed corporate team building activities within a safe and fun environment for Council employees to socialize, build relationships and learn new skills.
- (r) Combine activities/games to be identified and proposed in such a way that each activity has specific message in an experimental learning experience.
- (s) Lessons to be learned for the experience to be practiced in the working environment
- (t) Proposed Program outline: Saturday, 12 October 2024
 - 2. Break fast / 2. Games/activities 3. Resting break/tea break 4. Games/activities
 - 5. Lunch 6. Games/activities 7. End of day closure
- (u) Pax: 90 [Councilors, Management, staff members and contract workers

Part 2. Services and Facilities to be provided by the Public Entity

- Accommodation and meals for consultant (pax 2)
- Venue for team Building activities
- Establish contact between consultant and key stakeholders where required.
- Venue: NWR - Waterberg Camp, Otjiwarongo District

Part 4. Contract duration and fees

(a) Duration of initial contract

The contract period will be one (1) day. Consultant shall submit a program according to which the services will be delivered.

(b) Payment

Payment claims should be submitted and shall be made upon completion of team building event

Part 5. Deliverables

At the completion of the project, the consultant should deliver a report of the event.

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 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
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 (**1 copy for both technical and financial proposals**)

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

1. A review committee of three members will review all reports and suggest any modifications/changes considered necessary within 15 days of receipt.
- 2.

FORM F-1

SECTION II: QUOTATION LETTER

(to be completed by Bidders)

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

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

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

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

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

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

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

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

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

Quotation Authorised by:

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



Appendix to Quotation Letter

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

Date:

Procurement Ref No.:

To:

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

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

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

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

Signed:

Capacity of:.....

Name:

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

Dated on _____ day of _____, _____

Corporate Seal

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



Republic of Namibia

Ministry of Labour, Industrial Relations, and Employment Creation

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

1. EMPLOYERS DETAILS

Company Trade Name:.....

Registration Number :.....

Vat Number:

Industry/Sector:

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

2. PROCUREMENT DETAILS

Procurement Reference of:.....

Procurement Description:

.....

Anticipated Contract Duration:

Location where work will be done, good/services will be delivered:

.....

3. UNDERTAKING

I *[insert full name]*, owner/representative

of *[insert full name of company]*

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature:

Date:

Seal:.....

Please take note:

- 1. A labour inspector may conduct unannounced inspections to assess the level of compliance*
- 2. This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*

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 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.)

**Request for Proposals for Provision of Corporate Team Building Activities for Oshakati Town
Council Procurement No: SC/RP/OSTC-01/2024-2025**

Cost Estimate of Services¹

Pricing Table		
Rate/Participants (Namibian Dollars \$)	Maximum participants	Total (Namibian dollars \$)
	90	
Subtotal		
VAT		
Total Amount		

Annexure 3

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



CONTRACT No. SC/RP/OSTC-01/2024-2025

Request for Proposals for Provision of Corporate Team Building Activities for Oshakati Town Council Procurement No: SC/RP/OSTC-01/2024-2025

CONSULTANCY SERVICE CONTRACT

BETWEEN

[OSHAKATI TOWN COUNCIL]

AND

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

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment



ENVELOP COVER

Request for Proposals for Provision of Corporate Team Building Activities for Oshakati Town Council Procurement No: SC/RP/OSTC-01/2024-2025

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

closing date: Thursday, 03 October 2024 @ 10h00

FROM:

COMPANY NAME: _____

CONTACT PERSON _____

P. O. BOX: _____

CONTACT NUMBER: _____

EMAIL: _____