



**BUSINESS AND INTELLECTUAL
PROPERTY AUTHORITY**

Protecting Entrepreneurship and Innovation



PROCUREMENT MANAGEMENT UNIT

Request for Proposal:

Service of a Consultant for Business process re-engineering Training

Procurement No: SC/RP/BIPA- 04/ 2023

Due Date for Submission: Tuesday, 19 September 2023 @ 11h00

Business and Intellectual Property Authority, 13 Ruhr Street, Northern Industrial Area, 061 299 4415, Kalengas@bipa.na, Issued 29 August 2023

Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam,

Subject: Service of a Consultant for Business process re-engineering training

1. You are hereby invited to submit technical and financial proposals for consultancy services required under the **Service of a Consultant for Business process re-engineering training** for the Business and Intellectual Property (BIPA), which could form the basis for future negotiations and ultimately, a contract between you and the BIPA
2. The purpose of this assignment is to:
 - a) Service of a Consultant for Business process re-engineering training
3. 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) Full details of the evaluation criteria [Annexure 3];
 - (d) a sample format of the Service Contract under which the service will be performed [Annexure 4]
 - (e) Bid Securing declaration form [Annexure 5]
 - (f) Written Undertaking in Terms of the Labour Act form [Annexure 6]
4. Any request for clarification should be forwarded in writing to the Public Entity as follows:

The Client's representative: **Susan Kalenga**
Address: **P. O. Box 185 Windhoek, 3 Ruhr Street. PZN Holding Building, Northern Industrial Area, Windhoek**
Telephone: **+264 61 299 4415**, E-mail: **Kalengas@bipa.na**

Request for clarifications should be received Four (4) working 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** 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.

7. Submission of Proposals

The proposals from consultants shall be submitted in two separate 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 on or before:

Tuesday, 19 September 2023 at 11h00, BIPA Head Office, Ground Floor reception, Windhoek,

Proposals should **NOT** be forwarded electronically.

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 70 marks for Technical Proposals and 30 marks for Financial proposals. Proposals from consultants should score at least 50 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 breakdown and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

9. Rights of a Public Entity

- (a) Please note that the BIPA 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.

10. Duration of Assignment

This is a once-off assignment.

11. Validity of Proposal

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

12. Commencement date of Assignment

As soon as a purchase order is issued, the successful consultant is expected to commence assignment within 5 working days.

13. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the BIPA 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 this assignment;
- (b) equipment, materials and supplies brought into Namibia for the purpose of carrying out the assignment, provided they are subsequently withdrawn; (This clause shall apply only to foreign Consultants). and
- (c) property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign Consultants).

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.

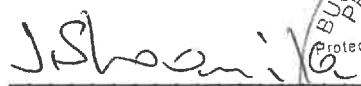
15. Confirmation of Invitation to submit proposal

We should appreciate if you would inform us by email:

- (a) your acknowledgment of the receipt of this Letter of Invitation within 5 working days; and
- (b) further indicate whether or not you will be submitting the proposal.

16. The BIPA would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,



Mr. Jakob Shaanika Mwaala
Secretary: Procurement Committee



Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Full Evaluation Criteria details.

Annexure 4: Draft contract under which service will be performed (for your information)

Annexure 5: Bid Securing Declaration

Annexure 6: Written Undertaking

TERMS OF REFERENCE

Part 1. Background

The Business and Intellectual Property Authority (BIPA) is a Public Enterprise established by an ACT of Parliament, BIPA Act No. 8 of 2016, to facilitate and promote the efficient and effective registrations of business and intellectual property rights in Namibia.

Our objects are:

- a. Facilitate economic growth and development to raise income and promote investment and create employment;
- b. Enhance the efficient protection of the business and IP in Namibia;
- c. Facilitate and promote the efficient and effective registration of business and industrial property in Namibia;
- d. Promote the conduct and use of business and intellectual property in Namibia;
- e. Facilitate, streamline, simplify and harmonise the business and industrial property procedures, registrations, filings and searches to expedite economic growth and development; and
- f. Enhance the efficient exchange and distribution of information

Our Mandate is:

- i. To regulate and administer the registration of business and industrial property under the applicable legislation.
- ii. Implement, promote electronic business and intellectual property information and transaction systems.
- iii. Collect fees and rates under BIPA 's Act or the applicable legislations.
- iv. Maintain accurate, current and relevant information concerning business and intellectual property.

The Authority's integrated strategic business plan for the period 2021/2022 to 2025/2026 outlines key initiatives towards operational efficiency, organisational effectiveness, digitalisation. To support these initiatives, the Authority has embarked on implementing an online platform for its envisaged electronic business registration services portal to streamline business registration services, an Enterprise Resource Planning (ERP) system to streamline human resources and financial business functions, and a Governance, Risk and Compliance system, among others.

In addition, the existing organisational structure is currently being reviewed to support the operationalisation of these new systems and other existing systems such as the Industrial Property Administration System (IPAS), and the optimisation of all organisation-wide processes across departments that are dependent and independent of any system implementation to improve efficiencies and synergy within the organisation.

BIPA is comprised of 7 departments with approximately 120 employees. Each department has developed its own set of Standard Operating Procedures (SOPs) and supporting process flows for their respective processes. However, there is a need to reduce redundancies and inefficiencies within the current business processes.

BIPA hereby wishes to appoint a suitable Consultant to conduct a 5-day Business Process Re-Engineering training for middle-management and supervisors. The Consultant will, through a collaborative process, assist participants with the analysis of the gaps of the As-Is business processes and the development of To-Be business processes to ensure alignment with the Authority's overall strategic objectives and industry best-practice.

Part 2. The Services

The scope of the services for the Consultant will include, but may not be limited to:

- a. Plan and conduct a 5-day face-to-face practical training workshop on Business Process Re-engineering for middle-management and supervisors (including training materials and the relevant process modelling software).
- b. Assist the participants during the training to analyse the As-Is business and system processes and recommend changes from identified issues and opportunities (Gap Analysis).
- c. Assist the participants to develop To-Be business processes or To-Be Standard Operating Procedures, to address the identified issues and opportunities, improve on operational efficiency, interdepartmental coordination, and support BIPA's digitalisation efforts and the Authority's organisational structure review project.
- d. Prior to the training, the Consultant is required to be acquainted with all BIPA's mapped As-Is business processes and To-Be processes for existing and proposed IT systems.

Part 2.1

Mandatory, Technical and Financial Requirements

The consultant will be evaluated against a combination of Mandatory, Technical and Financial criteria (combined scoring method). Maximum score is 100% out of which technical criteria equals 70% with a pass score of 50%. The financial criteria equal 30%.

The Mandatory, Technical & Financial Proposal will include the following:

MANDATORY REQUIREMENT
The consultant should submit a valid certified copy of the company Registration Documents and; BIPA Good Standing

The consultant should submit a valid original or valid certified copy (valid at the deadline of submission of proposals) of a Good Standing Tax Certificate from NAMRA
The consultant should submit a valid original or valid certified copy (valid at the deadline of submission of proposals) of a Good Standing Social Security Certificate
The consultant should submit the latest Affirmative Action Compliance Certificate, or proof from the Employment Equity Commissioner that the consultant is not a relevant employer or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998 OR a letter from the Employment Equity Commissioner indicating that the consultant has submitted documents for the issuance of a new certificate/letter
The consultant should submit a fully completed and signed Bid Securing Declaration and a Written undertaking in terms of section 138 of the Labour Act <i>(Forms have been issued with the bidding document marked as Annexure 5 & 6)</i>

CRITERIA	TECHNICAL REQUIREMENTS
Relevant Experience	- Evidence of having undertaken three (3) similar Business Process Re-Engineering assignments in the last three (3) years for similar diverse organisational settings. - Bidders must submit a brief description of the organisation and an outline of recent experience on assignments of similar nature.
Minimum Qualifications of the Lead consultant	Qualifications and competence of the Lead Consultant for the assignment (detailed CV to be attached): - Hold a Masters' Degree (NQF level 9) in Organisational Development or Business Management or similar discipline (copy of degree certificate must be attached) - Relevant Professional Certification in Business Process Re-Engineering or similar certifications
Competencies of the consultant	Competencies in the following areas are required: At least 10 years of professional Business Process Re-Engineering experience.

	Proven track record in facilitating at least 3 training sessions for similar assignments
Methodology or work plan	Institutions are expected to demonstrate an understanding of the terms of reference by providing the following: (a) Description of the overall training agenda and detailed methodology. (b) Clear time schedule in relation to the expected time frame for this assignment.
Delivery time	Delivery period shall be an estimated 20 calendar days, with an anticipated period of 5 days
References	Submit at least three (3) proof or testimonials from previous clients as evidence of having undertaken three (3) similar Business Process Re-Engineering assignments (typed official letterhead signed by the management) and proof of three (3) reports completed with the last three (3) years.

Whereas, the **Financial proposal** carries the weight of 30 marks and the specific assessments criteria include:

CRITERIA	FINANCIAL PROPOSAL REQUIREMENTS
Contract Cost Breakdown <i>Consultant's contract cost estimate is within BIPA's budgeted amount to perform the assignment</i>	Consultant to indicate the cost breakdown under the followings headings: i. Training for 25 staff members ii. Training for 20 staff members iii. Training for 15 staff members iv. Training for 10 staff members

Part 3. Facilities/ materials to be provided by the Public Entity

BIPA will provide the following for this assignment:

- a. Venue facilities and refreshments.
- b. All necessary background documentation.

Part 4. Contract duration and fees

- (a) Duration of initial contract: Once-off assignment. It shall be an estimated 20 calendar days, with an anticipated period of five (5) days.
- (b) Payment: shall be done upon completion of all activities and deliverables, and the fees will be rated as quoted. The Consultant will receive payment within 30days after having submitted an invoice as per the contract

Part 5. Deliverables

Upon completion of this assignment, the Consultant is expected to deliver the following outcomes:

- a. A refined training agenda delivered within five working days from Contract Award.
- b. A 5-day face-to-face practical training workshop on Business Process Re-engineering for middle-management and supervisors (including training materials and the relevant process modelling software).
- c. Ensure Participants' deliver of present To-Be business processes or To-Be Standard Operating Procedures by the end of the 5-day training.
- d. Preparation and delivery of a detailed post-training report, documenting the training findings and analysis with recommendations, and present same to BIPA's Executive Management Committee (EXCO).

Part 6. Evaluation Criteria

The consultant will be evaluated in three stages; Mandatory, Technical and Financial. The evaluation will be based on the following weights:

- (a) Mandatory Evaluation: Pass/Fail
- (b) Technical Capacity Evaluation: (combined scoring method) Maximum score is 100% out of which technical criteria equals 70% with a pass score of 50%
- (c) Financial Evaluation: Lowest evaluated substantially responsive proposal. The financial criteria equal 30%.

(See Annexure 3 for full evaluation criteria details)

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 as indicated on page 14.

3. Contract Negotiations

When and if there is a need, the Client may engage the successful consultant in contract negotiations with the aim of reaching an agreement on any points 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 reporting schedule.

4. Once these matters have been agreed, financial negotiations might take place and will begin with a discussion of your proposed payment schedule.

5. Review of reports

A review committee of three members will review the concept and suggest any modifications/changes considered necessary within 10 days of receipt.

6. Kindly initial on all pages of the bid document as well as sign on all documents that require signatures.

This consultancy is limited to Namibians only.

BIPA is committed to affirmative action. Therefore, BIPA, encourages the Youth, Women, persons living with disabilities and persons from previously disadvantaged communities are encouraged to submit proposals.

No proposals shall be returned.

FORM F-1

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for *[insert title of assignment]*

I/We _____ herewith enclose Technical and Financial Proposals for selection as Consultant for the *[name of public entity]*.

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 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.)

FULL EVALUATION CRITERIA DETAILS

No.	Mandatory Requirements	Yes	No
1.	Has the consultant submitted a valid certified copy of the company Registration Documents and; BIPA GoodStanding		
2.	Has the consultant provided a valid original or valid certified copy (valid at the deadline of submission of proposals) of a Good Standing Tax Certificate		
3.	Has the Consultant provided a valid original or valid certified copy (valid at the deadline of submission of proposals) of a Good Standing Social Security Certificate		
4.	Has the consultant provided the latest Affirmative Action Compliance Certificate, or proof from the Employment Equity Commissioner that the consultant is not a relevant employer or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998 OR a letter from the Employment Equity Commissioner indicating that the consultant has submitted documents for the issuance of a new certificate/letter		
5.	Has the bidder submitted a fully completed and signed Bid Securing Declaration and a Written undertaking in terms of section 138 of the Labour Act <i>(Forms have been issued with the bidding document marked as Annexure 5 & 6)</i>		

Criteria	Details of Technical Evaluation	Mark	Score
Relevant Experience	The consultant's specific experience - evidence of having undertaken three (3) similar Business Process Re-Engineering assignments in the last three (3) years for similar diverse organisational settings. Bidders must submit a brief description of the organisation and an outline of recent experience on assignments of similar nature. Submit document proof of training Submit reference letters (typed on official letterhead signed by Management) and proof of three (3) similar Business Process Re-Engineering assignments completed in the last three (3) years Three reference letters = 20 Two reference letters = 15 One reference letter = 5 No reference letter = 0		
Human Resources Capacity	The Leader Consultant Should Hold a Masters' Degree (NQF level 9) in Organisational Development or Business Management or similar discipline (copy of degree certificate must be attached); relevant Professional Certification in Business Process Re-Engineering or similar certifications (Attached CV and Certified copies of qualification(s)): Minimum requirements met = 15 Less than the minimum requirements = 0		

	Relevant Professional Certification in Business Process Re-Engineering or similar certifications Certification = 10 No Certification = 0		
Competencies of the Consultant	Competencies in the following areas are required: - At least 10 years of professional Business Process Re-Engineering experience. Minimum requirements met = 15 Less than the minimum requirements = 5 - Proven track record in facilitating at least 3 training sessions for similar assignments Minimum requirements met = 10 Less than the minimum requirements = 5		
Financial Proposal: Contract Cost Breakdown <i>Consultant's contract cost estimate is within BIPA's budgeted amount to perform the assignment</i>	Consultant to indicate the cost breakdown under the followings headings: i. Training for 25 staff members ii. Training for 20 staff members iii. Training for 15 staff members iv. Training for 10 staff members Minimum requirements met = 30		

	Less than the minimum requirements = 15		
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Annexure - 4

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

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment

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

Date:[Day|month|year]

Procurement Ref No.: SC/RP/BIPA- 04/ 2023

To: BIPA, 3 Ruhr Street. PZN Holding Building. Northern Industrial Area, Windhoek

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/stamp (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.*