



**NAMIBIA UNIVERSITY  
OF SCIENCE AND TECHNOLOGY**

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## **REQUEST FOR PROPOSAL**

**FOR PROVISION OF CONSULTANCY SERVICES FOR THE DEVELOPMENT OF AN INTEGRATED  
EMERGENCY PREPAREDNESS AND RESPONSE PLAN, INCLUDING TRAINING, FIRE DRILLS AND  
VULNERABILITY ASSESSMENT SERVICES FOR THE NAMIBIA UNIVERSITY OF SCIENCE AND  
TECHNOLOGY (NUST)**

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**PROCUREMENT NO: SC/RFP/NUST- 009/2023**



## **REQUEST FOR CONSULTANCY SERVICES**

### **LETTER OF INVITATION**

Dear Service Provider

**Subject: Request for Proposal for provision of consultancy services for the development of an integrated emergency preparedness and response plan, including training, fire drills and vulnerability assessment services for the Namibia University of Science and Technology (NUST)**

1. You are invited to submit a proposal for consulting services **to develop an integrated emergency preparedness and response plan, including training, fire drills and vulnerability assessment services for the Namibia University of Science and Technology (NUST).**
2. This RFP aims to identify, evaluate, and appoint a consultant/firm capable of performing risk assessment services to NUST. The procurement process of NUST will be followed, and the award depends on the recommendations made by the Bid Evaluation and Procurement Committees of NUST.
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 the service provider, 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]**.
  - (d) Evaluation Criteria **[Annexure 4]**.
4. Any request for clarification should be forwarded in writing to: Ms Rosemary Tjombonde-Kakuu; Tel: +264 61 207 2020; Fax: +264 61 207 2966; email address: [procurement@nust.na](mailto:procurement@nust.na).
5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in procurement in Namibia observe the highest standards of ethics during the procurement process and execution of contracts. Consultants are advised to consult the website of the Procurement Policy Office: [www.mof.gov.na/procurement-policy-unit](http://www.mof.gov.na/procurement-policy-unit) to acquaint themselves with the legislation related to public procurement in the Republic of Namibia.

## 6. ELIGIBILITY

- (a) A firm/consultant under a declaration of ineligibility by the Government of Namibia following applicable laws at the deadline for bid submission shall be disqualified.
- (b) Proposals from bidders 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) Firm/Consultant should submit a statement on past and present declaration of ineligibility by any local/international agency or any contract termination for unsuccessful completion of an assignment, giving adequate details to enable a fair assessment.

## 7. SUBMISSION OF PROPOSALS

The proposals from the prospective service provider shall be submitted in **TWO (2)** separate sealed envelopes marked “**Technical Proposal**” and “**Financial Proposal**” as indicated below:

**PROCUREMENT REFERENCE NUMBER: SC/RFP/NUST – 009/2023**

**PROVISION OF CONSULTING SERVICES TO DEVELOP AN INTEGRATED EMERGENCY  
PREPAREDNESS AND RESPONSE PLAN, INCLUDING TRAINING, FIRE DRILLS AND  
VULNERABILITY ASSESSMENT SERVICES FOR THE NAMIBIA UNIVERSITY OF SCIENCE AND  
TECHNOLOGY (NUST)**

**NAME OF THE BIDDING COMPANY AND CONTACT DETAILS**

7.1 The Service Provider must submit four (4) hard copies of the Proposal as **one (1) original** and **three (3) copies**.

7.2 The Proposal should be delivered to the address indicated below:

**Namibia University of Science and Technology**

**13 Jackson Kaujeua Street**

**Bid Box**

**Administration Building, First Floor**

**Windhoek, NAMIBIA**

7.3 Quotations by post or hand delivered should be **dropped in the bid box** as indicated above and reach Namibia University of Science and Technology by the stipulated deadline. It is the bidder's responsibility to ensure that their bid drop in the bid box.

7.4 The deadline for the submission of tenders is as indicated below:

**Monday, 26 June 2023 at 12h00 (local time)**

7.5 The opening will be done internally. Opening register summary will be available on [www.nust.na](http://www.nust.na) or to any bidder on request within three (3) working days.

7.6 The Financial Proposal should remain valid **180 days** from the bid closing date.

**7.7 Electronic submission will not be permitted. A late Bid will be rejected.**

## **8. DECIDING THE AWARD OF THE CONTRACT**

Qualification and experience of the contractors shall be considered as the paramount requirement. The proposals will be evaluated based on a maximum of 70 marks for Technical Proposals and 30 marks for Financial Proposals. Proposals from the service provider should score at least 70 marks for the Technical Proposals to be retained for further consideration.

Only those bidders scoring 70 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the Service Provider scoring the highest marks, and if the negotiation is not successful, the negotiation will move to the next best-ranked Service Provider 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 adjudicate the reasonableness of your pricing proposals.

## **9. RIGHTS OF A PUBLIC ENTITY**

- a) Please note that the Namibia University of Science and Technology is not bound to select any contractors submitting proposals.
- b) Please note that the cost of preparing a proposal and negotiating a contract, including visits to Namibia, if any, is not reimbursable as a direct cost of the assignment.

## **10. DURATION OF ASSIGNMENT**

The assignment's minimum duration is estimated to be completed in **two (2) years**. You should base your financial Proposal on these figures, indicating the working months considered necessary by you to undertake the assignment. The amount spent in Namibia and an office outside Namibia should be indicated. The rate proposed in your submission will be applied in case the assignment is to be extended.

## **11. VALIDITY OF PROPOSAL**

You are requested to hold your Proposal valid for **180 days** from the deadline for submission of proposals, during which period you will maintain, without change, your proposed price. The Namibia University of Science and Technology will do its best to finalise the agreement within this period.

## 12. ELIGIBILITY CRITERIA

To be eligible to participate in this Proposal exercise, you should attach the following **mandatory documents**:

- a) A valid certified copy of the Company registration certificate, clearly indicating shareholders' and principals' contact details (*as registered with BIPA*) (***Attach certified copies of Identification Document of all shareholders***).
- b) A valid original or certified copy of the company's good standing Tax Certificate from the Ministry of Finance (NAMRA).
- c) A valid original or certified copy of the company's good standing certificate from the Social Security Commission.
- d) A valid certified copy of the Affirmative Action Compliance Certificate or proof from the Employment Equity Commissioner that a bidder is not a relevant employer or exemption issued in terms of section 42 of the Affirmative Action Act, 1998.
- e) A written undertaking, as contemplated in Section 138(2) of the Labour Act, 2007.
- f) Submit signed Bid Submission Form.
- g) Lead Consultant should be in possession of a of risk management certificates, i.e., Certified Risk Management Professional (CRMP) certificate from an acceptable and recognised associations or certification bodies, i.e., Namibia Association of Risk Management (NARM), The Institute of Risk Management South Africa (IRMSA) or any other recognised Professional body for Risk Management.
- h) A valid original or certified copy of the registration certificate of the South African Qualification and Committee for Fire Industry (SAQCC), or any other recognised certification and qualifications.
- i) Approved as an Inspection Authority from the Ministry of Labour, Industrial Relations, and Employment Creation

## 13. COMMENCEMENT OF OPERATION

Assuming the contract can be satisfactorily concluded within **30 days**, you will be expected to take up/commence the operation in one (1) week.

## 14. TAX LIABILITY

Please note that the Service Provider will be responsible for paying the relevant tax and VAT liabilities.

## 15. INSURANCE

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

The Namibia University of Science and Technology would like to thank you for considering this invitation to submit proposals.

Ms. Rosemary Tjombonde-Kakuuui  
**Secretary to the Procurement Committee**

**Enclosures:**

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Service Provider.

Annexure 3: Draft the Contract under which service will be performed.

Annexure 4: Evaluation Criteria.

## **TERMS OF REFERENCE**

### **1. BACKGROUND**

Namibia University of Science and Technology (NUST) is a public higher education institution in Windhoek, Namibia. See the NUST campus map under ANNEXURE A. NUST premises complies with the minimum legislative requirements of SANS 10400-part T: The application of the National Building Regulations – Fire Protection. Fire protection systems are a pre-requisite for all buildings as specified in the SANS 10400-part T. The University also complies with the Labour Act, 1992: Regulations relating to the health and safety of employees at work, related safety regulations regarding welfare and workplace facilities (Chapter 3, section 43: Fire precautions).

The University has several facilities of various designs, structures, layouts, and ages. The setup makes it challenging to set up a universal Emergency Response Plan.

According to the Regulations on the Health and Safety of Employees at Work, Labour Act, 1992 (No. 6 of 1992), an employer shall, for a fire at the workplace: -submit a plan and system of escape; -provide adequate means of escape routes from the building; -a door of a room in which persons are employed be kept clear and unlocked; -means of escape and fire escape routes to be used in case of a fire shall be marked.

To uphold requirements and compliance with the Labour Act, 1992: Regulations relating to the health and safety of employees at work, related safety regulations regarding welfare and facilities at workplaces (Chapter 3, section 43: Fire precautions), the University is soliciting proposals from qualified persons/firms and experienced in providing Emergency Response Planning, to develop/update the NUST Emergency Response Plans, train leadership and identified staff on emergency response procedures, techniques, and link NUST to the local municipality, and community resources that support response activities and continuity of operations.

### **2. SCOPE OF WORKS**

A leeway is provided to the consultant for development of the specific tasks that may be included in the Scope of Work; however, the consultant should consider, at a minimum, including the following items.

#### **2.1 Vulnerability Assessment (“As is Situation”)**

- 1) Conduct a comprehensive review of the university’s existing safety, risk, health, and security programs, to identify areas for improvement and conformation to national guidelines and best practices.
- 2) The consultant will conduct a detailed review of the NUST current emergency response plan/procedures to determine if the plan addresses the following concerns and issues:
  - a) Conformance with applicable and appropriate national, and local guidelines

- b) Any risks the university may be exposed to because of natural disasters.
  - c) Any risks the university may be exposed to because of other disasters/incidents such as, active shooter, loss of power, loss of communication, service disruption and others.
  - d) Chemical spills, petroleum product/oil (gas, diesel, used oil, etc.)
- 3) Review NUST Emergency Response specific Risk Management Plans developed for compliance with the Risk Management Plan, in accordance with the strategic plan, including insurance aspects.
  - 4) Develop a "Model" Media-Press Release Format and crisis/public communication protocols (in conjunction with the NUST Marketing department).
  - 5) Conduct a thorough Training Needs Analysis to identify specific training NUST staff needs to successfully execute emergency management and response operations.
    - a) Provide training on the Integrated Emergency Management Plan to Leadership positions and selected general staff.
    - b) Introduce/utilize any Incident Management Systems or Incident Command System (ICS) structure and protocols.
    - c) Provide training to NUST Leadership positions and selected general staff on crisis communications and recommended best practices for crisis/public communication protocols.
    - d) Provide Hazardous Materials (HazMat) Response training to select NUST staff. Training must meet the requirements of NFPA 472 (Standard for Competence of Responders to Hazardous Materials) or similar.
  - 6) Develop and deliver one, or more, facilitated discussions, seminars, workshop, drills, or table-top exercises to assist NUST to understand and be prepared to execute the Integrated Emergency Response Plan.
  - 7) The selected consultant may be asked to participate in an emergency where the emergency operations centre is activated and to facilitate after action reviews. It is desired that the organization that provides the Emergency Response Plan and training shall have the capability to assess operations of the plan and facilitate after action reviews.

## **2.2 The Emergency Response Plan**

The plan shall address some/or the following concerns/scenarios.

- 1) Potential natural disasters/risks (Flooding, Severe storms, disruptive behaviour, thefts, and any other natural hazards that might be identified in the planning process).
- 2) The University may be exposed to any risks because of other disasters/incidents (communication loss, power loss, service disruption, etc.).
- 3) Develop a model media-press release format and crisis/public communication protocols (in conjunction with the NUST Marketing department).



**The Emergency Response Plan shall, when completed, address the following issues:**

- 1) Natural Hazard Mitigation Plan.
- 2) NUST Integrated Emergency Response Plan (Plan).
- 3) The plan shall also address all security matters.
- 4) The plan shall include a media/Press release model and a public crisis communication protocol.
- 5) The plan shall address recovery and business continuity of operations.
- 6) Training on the Plan shall be included for management and selected staff. This is inclusive of fire drills.

### **2.3 Preparedness Planning**

Preparedness is a continuous process incorporated throughout a comprehensive emergency management program, geared toward ensuring efficient and effective prevention, protection, response, recovery, and mitigation capabilities before, during, and after disasters. As such, key preparedness tasks may include:

- 1) Development, review, and assessment of preparedness plans and associated materials. Plans may include strategic, operational, and/or tactical plans. Examples may consist of support function plans, function-specific plans, facility-specific plans, incident-specific plans, and continuity of operations plans, among others.

### **2.4 Training**

Conduct an effective training program to train key personnel in disaster mitigation, preparedness, response, and recovery. Key tasks may include:

- 1) The instruction of courses in training program management, design, development, conduct, evaluation, and improvement planning. Training manuals for the courses undertaken should also be provided.
- 2) Contingency support for evaluating responses to incidents or real-world events, including after-action reports.
- 3) Courses to be undertaken should include, but not limited to:

<b>1) Emergency Preparedness Training – specifically on;</b>
✓ Emergency Preparedness
✓ Evacuation Plan (including drills)
✓ Workplace First Aid Training
✓ Evacuation Procedures Training
✓ Disaster Preparedness
✓ Emergency Planning and Preparedness
✓ Security Personnel's Role in Handling Emergencies
<b>2) Basic Firefighting and Fire warden</b>

3) Crisis communications
4) Hazardous Materials (HazMat) Response training
5) Basic Life support
6) Incident investigations and reporting
7) Working at heights etc.

## 2.5 Exercises (Fire Alarms, Fire Drills and Evacuations)

Developing, conducting, and evaluating discussion-based (seminars, workshops, tabletop exercises, and games) and operations-based (drills, functional and full-scale exercises).

## 2.6 Assembly points

Identify appropriate areas at ALL buildings (**ANNEXURE A**) to be used as assembly points, per the legal stipulations regarding Assembly Points, design and manufacture assembly points and mounting them on poles. The assembly points should be unique and linked to building names and numbers (As per **ANNEXURE A**).

## 2.7 Disabilities and Access & Functional Needs Expertise

Provision of an integrated approach in applying and incorporating inclusive emergency management practices with persons with health conditions and impairments and others with access and functional needs.

## 3. PROJECT APPROACH AND DELIVERABLES

**The end goal of this project** is to assist NUST to be prepared to: **Prevent fatalities and injuries. Reduce damage to buildings and equipment. Protect the environment and the community.** To conduct successfully and efficiently scheduled training, and fire drills.

- (a) **Vulnerability Assessment (As is Situation)** - a technical report highlighting discovered vulnerabilities, their risk ranking, and recommended remediation activities.
- (b) **The Emergency Response Plan** - Development of supporting documents and tools, including reports, assessments, briefing materials, presentations, operational tools, databases, technical diagrams, and other materials on mitigation, preparedness, response, and recovery. Develop a "Model" Media-Press Release Format and crisis/public communication protocols.
- (c) **Preparedness Planning** - Development of supporting documents and tools, including reports, assessments, briefing materials, presentations, operational tools, databases, technical diagrams, and other materials on mitigation, preparedness, response, and recovery.
- (d) **Training** – conduct a seminar, workshop, and courses, including manuals, and assessment of competency reports/certificates. Produce a Training Needs Analysis report.
- (e) **Exercises (Fire Alarms, Fire Drills and Evacuations)** – Conducted fire drills at selected sites, Fire Evacuation Plans, & Fire Safety Plans, desktop simulations and evaluation reports on tactical response time. Develop fire drills protocols and test them for all areas/buildings.

- (f) **Assembly points** - plans that show all the fire safety equipment points, emergency assembly areas and evacuation points with absolute accuracy, erected structures with mounted assembly points.
- (g) **Disabilities and Access & Functional Needs** - Development of supporting documents and tools, including reports, assessments, briefing materials, presentations, and technical diagrams.

**Documents shall be delivered as an indexed electronic document and five (5) hardcopies.**

### **3.1 Expected standards**

All work shall be performed by utilizing a risk-management approach to prevention, preparedness, response, and recovery.

### **3.2 Expectations**

- (i) The Contractor shall provide all labour, equipment, tools, services, skills, etc., required.
- (ii) The Contractor and its' employees are required to be trained appropriately. Proof of qualifications and certification is expected to be provided.

## **4 FACILITIES TO BE PROVIDED BY NUST**

The University will avail some of its staff members from the Facilities team to familiarise, show and escort the contractor to all areas identified as per **ANNEXURE A**. Campus control officers will provide access to all buildings, doors, areas, and any other assistance in fulfilling this task.

Please describe the extent to which the consultant will utilize the client's resources in terms of:

- (i) Staff
- (ii) Space
- (iii) Computer Time and equipment

## **5 CONTRACT DURATION AND FEES**

### **1) Duration of contract**

Duration of the contract – The contract is estimated to be running for **two (2)** years. Kindly based all your cost on these timeframes.

### **2) Payment terms**

Payment terms – Payment will be made progressively after deliverables (i.e., service rendered, or goods delivered and submitted valid tax invoice), based on completion, and signed off items listed under point 3.

## SUPPLEMENTARY INFORMATION FOR SERVICE PROVIDERS

### PROPOSALS

Proposals should present information straightforwardly and concisely, while ensuring complete and detailed descriptions of the proposing team (to include the prime, key team members and major sub-consultants) and the team's ability to meet the requirements and provide the requested services of this Request for Proposal (RFP).

#### 1. TECHNICAL PROPOSALS

- i) **Consulting Company**– Submission of a detailed Company Profile describing the nature of the business in relation to risk management environment or similar field of work expertise, licenses, certifications, and accreditations included. All **mandatory documents** as required under Clause 12 are attached.
- ii) **Adequacy and quality of the proposed methodology and project plan in responding to the Terms of Reference (TORs):**
  - a) **Methodology Plan**- The Firm must describe how it will deliver the demands of the Proposal; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the key deliverable of NUST. Working days estimates for activities/work stages, with individual consultant rates.
  - b) **Project Plan**- The company must provide a detailed project plan in a form of a Gantt Chart clearly indicating timelines and resources for each task based.
- iii) **Lead consultant's and Trainer qualifications and competence for the service:**
  - a) Names and qualifications of the key consultants that will perform the services indicating who is the Lead Consultant, and who is supporting, etc.; ii) CVs demonstrating qualifications must be submitted (Form F-2); and b) Written confirmation from each person that they are available for the entire duration of the contract. Below are the minimum requirements:
    - a) **Lead Consultant and Trainer:** Minimum master's degree in emergency management/disaster management/engineering/social sciences or any related fields. Training in SAMTRAC/NOSA/NEBOSH or similar, and an additional experience with ISO standards (ISO45001, the international standard for health and safety at work; ISO14001 - criteria for an environmental management system; and ISO31000- Risk management – Guidelines) will be an added advantage.
    - b) **Minimum 5 years** professional experience in designing and developing content for emergency management and disaster management training and capacity building programs. Identify the proposed team (to include working titles, degrees, certificates, and licenses), demonstrate the team's experience in performing the requested services and describe how the team meets or exceeds the required qualifications.

- iv) **Consulting Company Track Record**- An outline of recent experience on comparable projects executed during the last five years, which proves the successful experience of a minimum of five (5) years in similar work. **(Form F-3). (Attach three (3) letters of reference)**

## **2. FINANCIAL PROPOSALS (FORM F-4)**

- a) The financial proposals should be given as a summary of the Contract estimate **(Form F- 4)**. The proposal must include a detailed cost analysis, including but not limited to estimated total cost and provisions for contingencies **(Form may be amended as appropriate)**.
- b) The cost proposal should be based on the two (2) year contract.
- c) The cost proposal must include a clear progress payment breakdown based on deliverables.
- d) The proposals shall be submitted in **one (1) original and three (3) copies**.

### **Contract Negotiations**

- 1. The negotiations aim to reach an agreement on all points with the contractor and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of a contractor's Proposal, the proposed work plan, and any suggestions you may have made to improve the Terms of Reference. The agreement will then be reached on the final Terms of Reference, indicating periods in [weeks/months] and reporting schedule.
- 2. Once these matters have been agreed upon, financial negotiations will take place and will begin with a discussion of your proposed service agreement.

**BID SUBMISSION FORM**

From: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Request for Proposal for the provision of consultancy services for the development of an emergency preparedness and response plan, including training, fire drills and vulnerability assessment services for the Namibia University of Science and Technology (NUST)**

I/We —————herewith enclose Technical and Financial Proposals for selection as Service Provider for the Namibia University of Science and Technology.

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 SERVICE PROVIDER**

Name of Service Provider: \_\_\_\_\_

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 the degree of responsibility on relevant previous assignments and give dates and locations. Use about half a page.]*

**Education:**

*[Summarise college/university and other specialised 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 since graduation, giving dates, names of employing organisations, titles of positions, and assignment locations. 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 these data correctly describe me, my qualifications, and my experience to the best of my knowledge and belief.

**Date:** *Day/Month/Year*

**[Signature of Consultant]**

**Full name of Consultant:** \_\_\_\_\_

**ASSIGNMENTS OF SIMILAR NATURE WERE SUCCESSFULLY COMPLETED DURING THE 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 rank officer, not below that of Divisional Manager or equivalent.)



## Cost Estimate of Consulting Services

## Remuneration:

Service Provider Name	Monthly Rate (in currency) currency)	Working Months	Total Cost (in
_____	_____	_____	_____
Sub-Total	_____		

**Annexure 3**

**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 consultant's 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 **Annexure 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 (**Annexure 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, organisation 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 while 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 The Consultant shall abide by and take all measures necessary to enable him/her to 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 [30] 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 [30 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 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 authorised 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**

- (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 MUST**

\_\_\_\_\_

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

**FOR THE CONSULTANT**

\_\_\_\_\_

Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment

### EVALUATION CRITERIA

All proposals will be examined to determine compliance with the RFP requirements and conditions (completion and attachment of compulsory documents). Proposals with obvious deviations from the requirements/conditions will be disqualified from stage one (1) of the evaluation process.

A two-envelope system will be utilised for consideration for bids. Responsive bids will therefore be evaluated using the 70/30 preference point system in terms of which points are awarded to bidders based on:

- Functionality (maximum 70 points)
- The bid price (maximum 30 points)

#### Stage 1: Administrative Compliance

The following evaluation criteria shall be applied, notwithstanding any other requirement in the bidding documents.

The bidder must meet the following **mandatory requirements**.

#### MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

Mandatory Documents Requirements		
Mandatory Requirements	Responsive	or Not Responsive
A valid certified copy of the Company registration certificate, clearly indicating shareholders and principals' contact details ( <i>as registered with BIPA</i> ) <b>Attached certified copies of all shareholders Identification documents or passport.</b>		
A valid original or certified copy of the company's good standing certificate Tax Certificate ( <b>NAMRA</b> )		
A valid original or certified copy of the company's good Standing Social Security Certificate ( <b>Social Security Commissioner</b> )		
A valid original or certified copy of the Affirmative Action Compliance Certificate, or proof from the 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;		
A Written undertaking in compliance with Section 138 (2) of the Labour Act, 2007		
Submit signed Bid Submission Form		

Lead Consultant should be in possession of a of risk management certificates, i.e., Certified Risk Management Professional (CRMP) certificate from an acceptable and recognised associations or certification bodies, i.e., Namibia Association of Risk Management (NARM), The Institute of Risk Management South Africa (IRMSA) or any other recognised Professional body for Risk Management.	
A valid original or certified copy of the registration certificate of the South African Qualification and Committee for Fire Industry (SAQCC) or any other recognised certification and qualifications.	
Approved as an Inspection Authority from the Ministry of Labour, Industrial Relations, and Employment Creation	

**NB: Only a valid certified copy of an original document certified by the Namibian Police will be accepted.**

**At this stage, the bidder's submission will either be responsive or non-responsive. Nonresponsive submissions will be eliminated from the entire evaluation process and will not be considered further.**

## Stage 2: Functionality

### EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

No	Criteria	Documents required & Qualification criteria	Points	Score
1	Consulting Company	<ul style="list-style-type: none"> <li>- Submission of a Company Profile = <b>5 points</b></li> <li>- Submission of a detailed Company Profile describing the nature of the business in relation to risk management environment or similar field of work expertise, licenses, certifications, and accreditations included. All <b>mandatory documents</b> as required under Clause 12 are attached = <b>20 points</b></li> <li>- Company profile submitted not well detailed and relation to risk management environment or similar field of work expertise, licenses, certifications, and accreditations included = <b>5 points</b></li> <li>- No company profile submitted = <b>0 point</b></li> </ul>	25	
2	Methodology and Project Plan	<p>Submission of a proposed methodology and project plan in responding to the Terms of Reference (TORs)=<b>5 points</b></p> <ul style="list-style-type: none"> <li>- <b>Methodology Plan</b> - The company must describe how it will deliver the demands of the Proposal; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the key deliverable of NUST. Working days estimates for activities/work stages, with individual consultant rates = <b>10 points</b></li> <li>- <b>Project Plan</b> - The company must provide a detailed project plan in a form of a Gantt Chart clearly indicating timelines and resources for each task based = <b>10 points</b></li> <li>- Methodology plan submitted not descriptive = <b>5 points</b></li> <li>- Project plan submitted not descriptive = <b>5 points</b></li> <li>- No methodology plan submitted = <b>0 point</b></li> <li>- No project plan submitted = <b>0 point</b></li> </ul>	25	
3	Lead Consultant and Trainer Competence	<p><b>Lead consultant's and Trainer qualifications and competence for the service:</b> Submission of the Lead Consultant and Trainer CV attaching required qualifications as stipulated.</p> <ul style="list-style-type: none"> <li>- Minimum master's degree in emergency management/disaster management/engineering/social sciences or any related fields. Training in</li> </ul>	25	

		<p>SAMTRAC/NOSA/NEBOSH or similar, and an additional experience with ISO standards (ISO45001, the international standard for health and safety at work; ISO14001 - criteria for an environmental management system; and ISO31000- Risk management – Guidelines) will be an added advantage= <b>15 points</b></p> <ul style="list-style-type: none"> <li>- No master's degree or related qualification submitted and attached= <b>0 point</b></li> <li>- <b>1 – 5 years'</b> experience in risk assessment = <b>5 points</b></li> <li>- <b>&gt;5years</b> experience in risk assessment = <b>10 points</b></li> </ul>		
<b>4</b>	<b>Consulting Company Track record</b>	<p>Submit a list of previous/current contract clearly outlining of recent experience on comparable projects executed during the last five (5) years, which proves the successful experience of a minimum of five (5) years in similar work. (Form F-3). (Attach three (3) letters of reference). These references should include the name of the entity, nature of contract, contact person (contract manager and office telephone number and email address.</p> <p>At least 3 reference letters were attached = <b>25 points</b></p> <p>Only two reference letters were attached = <b>20 points</b></p> <p>Only 1 reference letter was attached = <b>10 points</b></p> <p>No reference letters were attached = <b>0 point</b></p>	<b>25</b>	
<b>Total Points</b>			<b>100</b>	<b>/100</b>

**Only Consultants scoring 70% and more will be considered for financial evaluation.**

### **Stage 3: Price Evaluation**

The bidder, having submitted the lowest evaluated responsive bid price and qualified to perform the task, shall be selected for award of the contract.