



**NOTICE TO BIDDERS**

**RESPONSES ON REQUESTS FOR CLARIFICATION BY BIDDERS FOR:  
PROVISION OF ARCHITECTURAL SERVICES TO NHE FOR A PERIOD OF THREE  
(3) YEARS - CS/RP/NHE-05/23/24**

The due date to seek clarifications in terms of ITC 2.1 (instruction to consultants under the bid data sheet in the bidding document) is on Tuesday, 30 April 2024.

In terms of the procurement rules, clarification should be given to the bidder who request for clarification within three working days and communicate the clarification to other bidders to whom a bidding document has been provided.

However, NHE set up does not allow for the tracing of all bidders who downloaded the bidding documents, and therefore this notice is issued to communicate the clarifications to all bidders who submitted their requests for clarification and all other potential bidders.

Furthermore, kindly note that the closing date for this bid has been extended with fourteen days from the initial closing date as follows:

**Initial closing date:** 22 May 2024 @ 10h00 am

**New closing date:** 12 June 2024 @ 10h00 am

#	REQUEST FOR CLARIFICATION	CLARIFICATION
1	I would like to know if there will be a site visit for the project?	Please be informed that there is no site meeting or pre-bid meeting for this bid.
2	On page 60 of the Bidding document Items 7 and 8 are missing. Please advise.	Please note that no 5 and 6 appearing on page 60 are both subsections of section 8 (b) and therefore fall under deliverables starting on page 58.  Number 9 on page 60 is a section on its own.
3 3.1	Kindly find the following Clarification request:  <b>Item 5.2 (v) Pg. 27 refers:</b>  This item notes that the "Consultant must have an office in the zone of interest, however below this paragraph it is noted that "The consultant is required to be based in Windhoek". <b>Item 4, Location, on Page 55</b> however indicates that " <u>The areas are in various fourteen (14) regions of Namibia</u> . The NHE reserve the right to allocate any region to the successful bidder(s)."	Item 5.2(v) page 27:  This requirement must be read together with the sentence below it, which require the bidder to be based in Windhoek and that will be referred to as the zone of interest.  If a bidder is not based in Windhoek (which is the zone of interest for this bid), justification may be provided in the methodology or under that criteria on

3.2	Do the Consultants based in other regions where development is also taking place receive the equal scoring and opportunity as those based in Windhoek?	<p>how the consultant will fulfill the requirement of the criteria.</p> <p>The information on page 55 is a general statement in the TOR, that gives discretion to NHE to reserve the right of allocating various regions to consultants who are successful if the need arises. The service for this bid, although it is required for the consultant to provide the service in Windhoek, might be extended to the other regions if needed, hence that provision.</p> <p>It should be noted that this provision is not linked to any evaluation criteria.</p>
4	<p>Please note that the closing date in the RFP is given as 22 May 2024, but that in the Bidding Data Sheet Item 2.1 the deadline for clarification requests is shown as 30 April. However, 14 days before the closing date is 8 May.</p> <p>Can you please confirm whether the deadline for clarification requests will remain as 30 April? It will be much appreciated.</p>	In terms of the Act, days are defined as working days.
5 5.1	<p>On the Section 2 – Instructions to Consultant – Bidding Data Sheet, 5.2(a)(iii)</p> <p>Criteria point allocations to a consultant with x2 Architects in Training to be awarded 10 points for each one. How about the Consultant with 1x Architects in Training and paying bursary for Architectural students (skill transfer policy in office), does NHE count this as points</p>	Evaluation of experience and qualification will be done as per the requirements outlined in number 9 of the TOR in section 5 of the bidding document.
	Experience in region: Consultant must provide at least three supporting or reference letter from different local authority of the similarity projects (architectural services) executed during the last three (3) years within the zone of interest. Please we need more clarity on this.	<p>This information is required to validate the experience of the consultant in the provisions of services of a similar nature at various / different local authorities within any zone of their interest or any area where such services has been provided.</p> <p>Kindly note that experience in services of similar nature is not only limited to local authorities but can extend to any other entity.</p> <p>Emphasis is given on local authority because the scope of NHE mandate is confined to local authority areas.</p>
5.2	Kindly indicate if the Consultant can submit as a Team made of Architects, Quantity Surveyors, Engineers and so on, or just an individual firm only	<p>This bid is only for architectural services. There are other bids invited at the same time with this one for Multidisciplinary Engineering services and Quantity Surveying services.</p> <p>Only information of services related to architectural services will be considered at evaluation</p>
6 6.1	<p>Bidding Data Sheet Item 1.6 is shown in red text and incomplete.</p> <p>Please clarify whether downstream work is envisaged.</p>	<p>Observation well noted.</p> <p>Kindly be informed that this item will not be considered and does not form part of any assessment or evaluation of the bid.</p>
6.2	The following requirements seem to be conflict:	Observation well noted.

	<p>a) the Bidding Data Sheet Item 2.4 (b) (<i>The estimated number of professional staff-months required for the assignment is: <b>Thirty-six (36) months/ three (3) years</b></i>).</p> <p>b) BDS Item 2.7 (<i>This a 3-year contract and the provision of the consultancy services will be on a need basis</i>),</p> <p>c) and the TOR p. 55 Item <b>5. (Duration of services:</b> <i>The expected duration of the Consultant's services is expected to be three (3) years, ....)</i></p> <p>As "Staff-months" means the actual time a person spends working on the contract:</p> <p>Please confirm whether the overall period of the contract will be 36 months in terms of calendar months as opposed to professional staff-months</p>	<p>The duration of the contract is for a period of 3 (three years) or 36 months and it is further stated that it will be on a need basis.</p> <p>Therefore, the successful consultant will be engaged on a need basis and will be remunerated as per the engagement.</p>
6.3	<p>Under the requirement for Experience in region: "<i>Consultant must provide at least three supporting or reference letters from different local authority of the similar projects (architectural services) executed during the last three (3) years within the zone of interest.</i> "</p> <p>Please clarify the meaning of "Zone of Interest".</p>	Please refer to clarification in 5.1 above.
6.4	<p>The minimum technical score indicated in the <b>Bidding Data Sheet</b> Item 5.2 (a) is 100%.</p> <p>As this could result in no responsive will the NHE consider lowering the score?</p>	The method of selection is Quality alone Based Selection (QBS) hence the minimum technical score of 100 points.
6.5	<ul style="list-style-type: none"> <li>How does this bid relate to the bid issued by the NHE for Quantity Surveyors that closed last November – will the selected QS be part of the team for this architectural consultancy and has a QS been appointed?</li> </ul>	NHE is not aware of the bid referred to in here.
	<ul style="list-style-type: none"> <li>Will that QS provide the quantity surveying services for the work to be done according to this bid?</li> </ul>	Please refer to clarification in 5.2 above.
	<p>As the Architect is also described as Team Leader:</p> <ul style="list-style-type: none"> <li>Will the NHE appoint, or have they appointed other members of the consulting team (i.e. engineers, surveyors, etc.)?</li> </ul>	Please refer to clarification in 5.2 above.
	<ul style="list-style-type: none"> <li>Will their contracts be direct with the client?</li> <li>Will the Architect act as interface between Consultants and NHE, or will consultants report to the NHE directly?</li> </ul> <p>Will these consultants be available on the effective date of the architectural consultant contract?</p>	The contract that emanates from this bid will be between the successful consultant and the NHE.
<b>TECHNICAL FORMS</b>		
6.6	<p><b>TECH-7 Staffing schedule and TECH – 8 Work schedule:</b></p> <p>It seems that the NHE want to employ an architectural consulting firm for a period of 3 years to be available on a "needs" basis, i.e. to be called in when necessary to work on designated projects or provide advice. As the scope of the "needs" basis is not specified, it is not possible to calculate how much time staff will spend working as "staff-months".</p> <ul style="list-style-type: none"> <li>Does this imply that the Consultant's staff are to work fulltime on the NHE assignment and on nothing else?</li> </ul>	<p>The consultant will be engaged on a need basis.</p> <p>It is up to the consultant to demonstrate to NHE in the proposed work methodology and work plan, as required in 5.2(a)(ii) of the BDS, on how they will execute the contract whenever required, which will involve the organising of staff.</p>

	<ul style="list-style-type: none"> <li>If not, will the PMU provide either a % of total time the bidder's staff should be available to work on the NHE contract, or some other means of calculating this in order to have a realistic target?</li> <li>Please provide more information on the above to enable bidders to complete TECH 7 and 8 in such a way as to enable fair comparison between bids.</li> </ul>	<p>The nature of the contract will not allow any anticipation of time either in a form of % or hours.</p> <p>This will only be determined when the need for the provision of architectural related services arises, and this will be the only time that NHE will engage the consultant.</p>
<b>FINANCIAL FORMS</b>		
6.7	<p>Form FIN-4 notes: "Indicate, ..., the total expected input of staff for carrying out the group of activities or phase indicated in the Form". As noted with TECH 7 and TECH-8, the RFP has not quantified the scope of work required. A financial calculation will thus not be possible if fair comparison between bids is to be expected.</p> <p>Please provide some form of quantification of scope of work to enable us to make these calculations in order to complete FIN-2, FIN-3 and FIN-4, such as number &amp; location of sites, number of housing units and types, their respective budgets, etc.</p>	<p>Kindly refer to BDS 2.7 on the preparation of Financial Proposal</p> <p>Please be further advised that because the exact execution of the contract is not pre-determined, payments or pricing will be based on the form of engagement as stated in the bidding document and explained above in 6.6.</p> <p>Also note that consultants should complete the related forms only and it is not necessarily compulsory to fill in all forms provided in the bidding document, but rather complete the applicable once.</p>
6.8	<p>As it seems that a fee proposal containing percentage <u>and</u> time-based fees is required:</p> <ul style="list-style-type: none"> <li>Why is the Time-Based Form of Contract to be used?</li> </ul> <p>How will the Time-Based Form of Contract accommodate those parts of the fee proposal that is percentage-based?</p>	<p>Please refer to clarification in 6.7 above.</p>
6.9	<p><b>Form FIN-3: Breakdown of Costs by Activity</b></p> <p>Note 1 states that: "Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities".</p> <p>In view of question 11 above, and as no details are provided as to number of projects or their scope, will separate Forms FIN-3 thus still be applicable to this bid?</p>	<p>Please refer to clarification in 6.7 above.</p>
6.10	<p><b>Form FIN-5: Breakdown of Reimbursable Expenses (Time-Based)</b> refers to the training component of NHE staff as a reimbursable.</p> <p>Please provide more detail on how the NHE expects such training and mentoring to be done and costed.</p>	<p>Please refer to clarification in 6.7 above.</p>
6.11	<p><b>Form FIN-5: Breakdown of Reimbursable Expenses (Time-Based) notes:</b> "Indicate route of each flight, and if the trip is one- or two-ways". However, the scope of work is not quantified, and the regions not specified.</p> <p>Please clarify how reimbursables for travel time and costs are to be calculated and shown for Form FIN-5, given the lack of specifics.</p>	<p>Please refer to clarification in 6.7 above.</p>

6.12	<p><b>The Appendix to the Standard Financial forms</b>, defines salary as <i>“the gross regular cash salary paid to the individual in the firm’s home office”</i>.</p> <p>The NCAQS gazetted Tariff makes provision for a charge-out rate formula which is calculated based on salary, overheads, social costs and profit, and thus directly links the actual time spent on project to all these additional expenses. If the gazetted fee scale is used, it levels the playing field completely.</p> <p>As the charge-out rate formula is according to the gazetted tariff of fees, and it factors in all the items and does <u>not</u> “double up” profits and bonuses:</p> <p>Could this be used instead of the complex breakdown of salaries, social costs, bonus, profits, overheads, etc., which may be in conflict with the RFP’s stated aim to remunerate according to the Tariff?</p>	Please refer to clarification in 6.7 above.
6.13	<p>Subsistence Allowances are generally included under reimbursables, and Government DSA standard rates apply. However, the scope of work is not quantified, and the amount of travel required is also unknown.</p> <p>Please clarify whether bidders should show this in their fee proposal as rates independent of the total bidding amount, and if not, how?</p>	Please refer to clarification in 6.7 above.
6.14	<p>The gazetted tariff also specifies what qualifies as reimbursables:</p> <p>Do the Reimbursable expenses listed in the Appendix take precedence over the NCAQS gazetted Tariff and recent updated agreement with Government as to “disbursements”?</p>	Please refer to clarification in 6.7 above.
<b>TERMS OF REFERENCE</b>		
6.15	The following itemised deliverables are listed at the start of the Terms of Reference and different inclusive deliverable on p. 58. DO they relate to each other as follows:	
	<ul style="list-style-type: none"> <li>Is “(1) design (preparation + discussion consultation &amp; submit for Approval)” the same as inclusive deliverable no. 1?</li> </ul>	Confirmed, they are the same.
	<ul style="list-style-type: none"> <li>Is “(2) preparation of a detailed estimate + technical documentation” a combination of inclusive deliverables no 2 and 3?</li> </ul>	Confirmed, this aligns with the second and third inclusive deliverables
	<ul style="list-style-type: none"> <li>Is “(3) supervision &amp; consultation of construction of project” a combination of inclusive deliverables no. 4 and 5?</li> </ul>	Confirmed
	<ul style="list-style-type: none"> <li>And what is meant here in (3) by “consultation”?</li> </ul>	In this context “consultation” refers to the process where the consultant offers expert advice and guidance during the construction phase
	<ul style="list-style-type: none"> <li>Is “(4) investigating of existing NHE infrastructure / house designs and recommending for remedial measures” seen as a supplementary service to take place during inclusive deliverable no.1?</li> </ul>	Confirmed

	Is "(5) mentoring and training (capacity building) of NHE's architectural technologists & architect-in-training's staff until full registration as professional with NCAQS" seen firstly as a supplementary service and secondly to take place within the framework of all the inclusive deliverables from 1 to 5?	Confirmed
6.16	Please also clarify how the <b>itemised deliverables</b> and <b>inclusive deliverables on P.58</b> are related to the standard NCAQS Work stages in the gazetted Tariff, as follows:	
	<ul style="list-style-type: none"> <li>Is 1. Schematic Design: equivalent to NCAQS Work stages 1 (inception and brief development) &amp; 2 (concept design)?</li> </ul>	Confirmed "Schematic Design" as used generally in the architecture/engineering industry does correspond to NCAQS Work Stages 1 and 2
	<ul style="list-style-type: none"> <li>Is 2. Design Development: equivalent to NCAQS Work stage 3 (design development)?</li> </ul>	Confirmed "Design Development" is equivalent to NCAQS Work Stage 3.
	<ul style="list-style-type: none"> <li>Is 3. Construction documents &amp; Permits: equivalent to NCAQS Work stage 4 (technical documentation and approvals)?</li> </ul>	Confirmed "Construction Documents & Permits" is equivalent to NCAQS Work Stage 4.
	<ul style="list-style-type: none"> <li>Are 4. Construction phase and 5. Close of project equivalent to NCAQS Work stage 5 (contract administration and management)?</li> </ul>	Confirmed Both "Construction Phase" and "Close of Project" are equivalent to NCAQS Work Stage 5.
	Are the feasibility studies mentioned elsewhere equivalent to inclusive deliverable no 1 above, or will it be regarded as separate time-based supplementary services?	Feasibility studies are more likely considered separate time-based supplementary services unless explicitly incorporated into the initial technical proposal deliverable.
6.17	The following text seems to be in error, as it refers to quantity surveyors and their services: <b>p.55 Deliverables 3. Objective</b>	Observation well noted.
	<b>TOR Item 7. Scope of Work:</b>	
6.18	<p><b>p.56, No. 7. Scope of Work</b> states that: "<i>The Consultant's duties are <b>not</b> limited to the Normal Services for the ... (NCAQS) ....</i>"</p> <ul style="list-style-type: none"> <li>Does "<b>Normal</b>" refer to "<b>Standard Services</b>" as per the gazetted Tariff??</li> </ul>	Confirmed Normal refers to the Standard Services
	<ul style="list-style-type: none"> <li>Are there additional services envisaged which are <b>not</b> covered by the "<b>Supplementary Services</b>" clauses of the gazetted Tariff?</li> </ul> <p>If so, please clarify what these additional services would be.</p>	<p>The duties listed in the document suggest several responsibilities that could extend beyond Standard Services, Potentially considered Supplementary Services or even beyond those typically outlined in a gazetted Tariff</p> <p>Additional services could include amongst others:</p> <p>Feasibility Studies, Intensive supervision, Utility confirmation, Mentorship, Mediation, Arbitration, and</p>

		any other related services as it may be determined.
6.19	<p><b>Item ii</b> states that "... <i>Consultant will be responsible for any design necessary as well as cost estimate and recommendations on the most suitable cost saving design, specifications, preparation of technical documentation, documents and supervision of construction</i>".</p> <p>Is this a misprint? Should the cost estimate not be the QS's responsibility?</p>	The consultant should consider cost implications within their scope of work, but final cost management and detailed estimates are the responsibility of the Quantity Surveyor (QS)
6.20	<p><b>Item iv</b> states that "<i>The design of drawings, which will liaise with site or erf specific, Bidders ...</i>".</p> <p>There seems to be part of the sentence missing, as the sentence does not make sense. Please clarify.</p>	<p>Consultants must ensure that their design drawings are tailored to the specific site or erf.</p> <p>They are also required to liaise with the relevant municipalities to verify details related to zoning, bulk factor, and parking requirements</p>
6.21	<p><b>Item xii.</b> Feasibility studies:</p> <p>Are these seen as equivalent to the Deliverables item 1/ stages 1 &amp; 2 of the std architectural services, or as supplementary services charged on a time basis?</p>	They are equivalent to the standard architectural services.
6.22	<p><b>Item xiii.</b> Refers to <i>Project Managers</i>:</p> <p>Are these the in-house NHE managers or external consultants?</p>	<p>Confirmed</p> <p>These are in-house NHE managers.</p>
<p><b>TOR Item 8. Supplementary Information –</b>  <b>i. Technical Proposal and ii. Financial Proposal</b></p>		
6.23	<p>The supplementary information listed here overlaps with previous lists of required information.</p> <p>Can it be assumed that the information listed here must be provided in the standard TECH and FIN forms and not in additional documentation?</p>	Confirmed
6.24	<p>"<i>Project approach and schedule</i>" and "<i>Description of approach, methodology and work plan for performing the assignment</i>" are listed under 8. Supplementary information:</p> <p>Please confirm that these two items both refer to TECH-3.</p>	Please refer to Tech-4 of the bidding document.
6.25	<p>The bullet point "<i>Cost of Services</i>" is listed under i. Technical Proposal:</p> <p>Please confirm that it should be included in the Financial Proposal, not Technical.</p>	<p>Confirmed</p> <p>"Cost of Services should be included in the financial proposal</p>
<p><b>TOR Item 9: Experience, Qualifications, etc.</b></p>		
6.26	<p>p. 60 Item 9: refers to "... <i>the services of a quantity surveying consulting firm ...</i>".</p> <p>Can we assume this should read "an architectural consulting firm"?</p>	<p>Confirmed</p> <p>It should read architectural consultation firm.</p>
6.27	<p>Item 9: refers to "<i>Architect-in-Training with a minimum of five (5) years' experience</i>". The period of training for AiTs is two years. There are thus few if any Architects-in-Training with 5 years' experience.</p>	Please refer to clarification in 5.1 above

	<ul style="list-style-type: none"> <li>Can the AiTs be substituted by Registered Architects with 5 years `experience?</li> </ul> <p>Or could the AiT experience period required by the bid be reduced to less than 2 years?</p>	
6.28	<p>If the experience period is reduced, must the Architect-in-Training already be registered as AiT's or can students currently completing their final thesis for June 2024 and due to register as AiT immediately thereafter qualify for the bid if they have the required experience?</p>	Please refer to clarification in 5.1 above.
6.29	<p>Item 9: refers to "<i>Architect-in-Training ... experience in quantity surveying</i>".</p> <p>Just to be sure, should this read "in architecture"?</p>	<p>Confirmed</p> <p>It should read "in architecture."</p>
6.30	<p>Item 9: notes that: "<i>Consultant shall demonstrate the willingness to mentor Architectural technicians &amp; Architect-in-training at the NHE</i>" up to registration with the NCAQS.</p> <ul style="list-style-type: none"> <li>As there is no registration category for Architectural Technicians, what is the required outcome of the mentoring of technicians?</li> </ul>	This applies when an NHE architectural technician or architect-in-training seeks to advance to registering as an Architect with the NCAQS.
	<ul style="list-style-type: none"> <li>Will this mentorship have to take place within NHE offices, or can it be at the consultant's office?</li> </ul>	To be determined at that stage as per the need.
	<ul style="list-style-type: none"> <li>Will the consultant be required to provide mentorship on NHE projects and work <u>not</u> included in this consulting contract?</li> </ul>	The services are not limited to the scope and might extend to the provision of service of a similar nature as the need arises.
	<ul style="list-style-type: none"> <li>As an AiT requires a minimum of 2 years full-time experience reports, what happens if the candidate firstly does not spend enough time on the work or secondly does not obtain a wide enough scope of experience under the consultant's contract to satisfy the NCAQS?</li> </ul> <p>Is the consultant expected to take any responsibility for the AiT's preparation for and passing of the Professional Practice exams?</p>	The consultant's role would be more about ensuring that the AiT gains relevant and adequate professional experience that indirectly helps in preparing for such exams.
<p><b>TOR Item 10. Schedule of payments (p. 61 &amp; 62)</b></p>		
6.31	<p><b>Item 10</b> states that payments will be made "...based on the deliverables accompanied by final reports approved by NHE...", whereas <b>BDS 2.7</b> states that "The Gazetted fees scales shall be applicable in remunerating the Consultant for the Services rendered.</p> <p>The NHE deliverable items 1 to 5 do not correspond to the work stages in the NCAQS fee scale and are also stated differently in different sections of the bid. Please clarify how the payment schedules are to reflect this.</p>	Please refer to clarification in 6.7 above.
6.32	<p><b>Item 10</b> also states that "...Each payment of the Professional Fees ... will be subjected to a 10% retention..."</p> <ul style="list-style-type: none"> <li>Please clarify whether this is legal in terms of the NCAQS fee scale, as architectural fees are not subject to retention normally.</li> </ul>	<p>Please refer to clarification in 6.7 above.</p> <p>(retention refers to supervision and overseeing of construction projects)</p>



	<ul style="list-style-type: none"> <li>Up to what maximum of the overall contract value will retention be withheld, and will it reduce at the end of construction before the defects period (in construction contracts this is usually 5% maximum reducing to 2,5% at Practical/ Effective Completion)?</li> </ul> <p>Please clarify whether interest will be paid on retention withheld.</p>	10% of payments including VAT to a maximum of 5% of the Contract Sum including contingency sums. Once Project reaches completion a minimum of 2.5% of the Contract Sum including contingency sums will be kept by NHE for the Defect Liability period.
<b>SECTION 6: STANDARD FORMS OF CONTRACT</b>		
6.33	Assuming this section, Section 6 Standard Forms of Contract, is not only for bidder/consultant information and pending amendments at contract negotiation and signing, kindly clarify the following:	
6.34	<p>P.66 Preface states that <i>"The client using this Standard Contract does not alter the General Conditions"</i>.</p> <p>Please clarify that the word "may" should be inserted before "not".</p>	<p>Your observations are well noted.</p> <p>As correctly stated above in 6.33, errors in this part or section of the document will be corrected accordingly at contract signing.</p> <p>Kindly relate to what is relevant to your proposal and the services you are offering NHE.</p>
6.35	<p>Extract from p. 68: "(c) <i>The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below, next to the title of the Appendix]</i>". It is indicated that none of the Appendices A to F will be used in the Contract.</p> <p>Please clarify how the Description of Services, Reporting Requirements, Cost Estimates in Local Currency, Duties of the Client, etc. are to be reflected in the consulting contract.</p>	
<b>III SPECIAL CONDITIONS OF CONTRACT (p.89)</b>		
6.37	Assuming this section is not only for bidder/consultant information and pending amendments at contract negotiation and signing, kindly clarify the following:	
6.38	<p>Extract: "{2.1} {The effectiveness conditions are the following: [insert conditions]}</p> <p><b>Note:</b> List here any conditions of effectiveness of the Contract, e.g., .... (see Clause SC 6.4(a)), etc. If there are no effectiveness conditions, delete this Clause SC 2.1 from the SC".</p> <p>Please clarify what the conditions of effectiveness will be, or the clause deleted.</p>	Please refer to clarification in 6.34 above.
6.39	<p>Extract: "3.4 Limitation of the Consultant's Liability...for any direct loss or damage that exceeds by [insert a multiplier, e.g.: three] times the total value of the Contract".</p> <p>Please clarify the multiplier to be used.</p>	Please refer to clarification in 6.34 above.
6.40	<p>Extract: "<b>3.7 ©} Note:</b> If there are no other actions, delete this Clause SC 3.7. If the Services consist of or include the supervision of civil works, the following action should be inserted:</p> <p>{taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.} ..."</p> <ul style="list-style-type: none"> <li>Please confirm whether supervision of civil works is to be included in the Architectural Consultants' contract.</li> </ul>	Please refer to clarification in 6.34 above.

	Please confirm whether the Architect will the relevant consultant designated as "Engineer" in civil works contracts, as this is beyond the standard scope of architectural services.	
6.41	<p>Extract: "<b>{3.9} Note:</b> <i>If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.9 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, could be used ...</i>". No options have been selected nor has the clause been deleted.</p> <p>Please confirm which option will be selected or whether this clause will be deleted from the Special Conditions.</p>	Please refer to clarification in 6.34 above.
6.42	<p>Extract: "{4.6} {The person designated as resident project manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.6.} <b>Note:</b> <i>If there is no such manager, delete this Clause SC 4.6.</i></p> <p>Please confirm whether bidders should include persons to act as resident project manager in their staffing.</p>	Please refer to clarification in 6.34 above.
<b>GENERAL</b>		
6.43	<p>If extensive changes to the RFP are made because of the clarifications:</p> <p>Will the closing date be extended?</p>	<p>The closing date has been extended to 12 June 2024 at 10h00 am.</p> <p>A notice in this regard has been published on 17 May 2024.</p> <p>There is no modification to the bidding document, but it should be read with this notice.</p>
6.44	<p>In view of Section 2 item 1.6 Conflict of Interest –</p> <ul style="list-style-type: none"> <li>How does this bid &amp; consultant contract relate to the City of Windhoek's similar bid (for architectural consultancy services on housing in association with the NHE) that recently closed?</li> </ul> <p>Would appointment for the CoW bid preclude appointment for this bid?</p>	<p>This is a separate bid invitation and is not linked to any other invitation.</p> <p>Proposals or bids received will be evaluated in terms of the requirements outlined in the bidding document and NHE will not add or use any new evaluation criteria not mentioned in the bidding document.</p>