

**Request for Proposal
for
Consultancy services for the development of
Technical Vocational Education and Training
(TVET) Business and implementation plans**

Procurement No: SC/RP/NW-012/2023

Name of Bidder		
Contact Person		
E-mail Address		
Postal Address		
Contact Phone number	Work:	Mobile:

Documents must be posted / delivered to:

The Quotation/Bid Box

Att: Procurement Management Unit (bids@namwater.com.na)

Namibia Water Corporation Ltd.

Private Bag 13389

176 Iscor Street, Aigams Building

Windhoek

Closing Date: Tuesday, 25 October 2022 at 11h0
NO LATE BIDS WILL BE ACCEPTED!

Request for Proposal

LETTER OF INVITATION

Dear bidders,

Subject: Consultancy services for the development of Technical Vocational Education and Training (TVET) Business and implementation plans

1. You are hereby invited to submit technical and financial proposals for consultancy services required under **Consultancy services for the development of Technical Vocational Education and Training (TVET) Business and implementation plans for Namibia Water Corporation Ltd (NamWater)** which could form the basis for future negotiations and ultimately, a contract between you and the NamWater.
2. The purpose of this assignment is to:
 - a) Develop an understanding of the current services offered by NamWater HRDC (TVET), its business environment (financial & operational health of the centre) and its overall strategic objectives.
 - b) Conduct a desk review of the current training courses offered by the TVET
 - c) Conduct a desk review of Skills Development Plan 2: 2022 - 2026
 - d) Collection of additional data
 - e) Stakeholder mapping and then consultation
 - f) Market analysis/assessment – analysis of the current TVET market in Namibia
 - g) Situation analysis, including the identification of critical risks, challenges and opportunities of new training avenues contributing to the sustainable growth in revenue
 - h) Costing Module for the Centre – (should include a break-even analysis)
 - i) Development of an actionable and strategic 3–5-year Business Plan aligned to the strategic objectives of NamWater (should include a marketing plan, financial plan (including a break- even analysis) & operating plan)
 - j) Development of a Business Plan Implementation Strategy – prioritising activities to result in strategic goal achievement.
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]; and

(c) a sample format of the Service Contract under which the service will be performed [Annexure 3]

4. Any request for clarification should be forwarded in writing to NamWater, Procurement Management Unit (bids@namwater.com.na). Request for clarifications should be received 7 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.

(d) To participate in this bidding exercise, the consultant should submit the following obligatory documents:

- i. a valid certified copy of Company Registration Certificate;
- ii. a valid certified copy of the good standing Tax Certificate;
- iii. a valid certified copy of the good standing Social Security Certificate;
- iv. a valid certified copy of Affirmative Action Compliance Certificate, proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998

7. Submission of Proposals

The proposals from the shortlisted 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 the bid box is located at the NamWater Headquarters, cashier on or before **25 October 2022 at 11h00**.

Proposals should not be forwarded by electronic mail.

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 49 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 break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

1.1. Evaluation Criteria

(a) Mandatory Documents

ITEM	REQUIREMENT	CONFIRM (YES/NO)
1	Has the bidder submitted a valid certified (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), copy of company Registration Certificate ;	
2	Has the bidder submitted a valid original or valid certified copy of an original, (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of Good Standing Tax Certificate ;	
3	Has the bidder submitted a valid original or valid certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of Good Standing Social Security Certificate ;	
4	Has the bidder submitted a valid certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of Affirmative Action Compliance Certificate , or proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;	
5	Has the bidder submitted an undertaking on the part of	

	the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, where applicable and that it will abide to sub-clause 6.8 of the General conditions of Contract if it is awarded the contract or part thereof.	
6	Has the bidder submitted a valid certified copy (certified by a Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963)), of an Identification Documents of all the shareholders;	

BIDDERS THAT DO NOT MEET ANY OF THE ABOVE-MENTIONED CRITERIA SHALL BE DEEMED NON-RESPONSIVE AND SHALL BE DISQUALIFIED FROM FURTHER EVALUATION.

(b) Technical Evaluation

NOTE: Bidders who are technically complying with all the Specifications for all Items then qualifies to Technical Score Evaluation as per Table below.

#	Item	Description	Max Score (Marks)
1	Provide reference letters	<p>Bidder must submit reference letters from entities whom the Bidder has performed projects of a similar nature that they carried out at institutions similar in size of the Centre.</p> <ul style="list-style-type: none"> • Two (2) or more Letters (20%) • One (1) Letter (10%) • Zero (0) Letter (0%) 	20%
2	Provide Company profile	<p>Detailed company profile indicating the following:</p> <ul style="list-style-type: none"> ✓ Physical and Postal address ✓ Contact details ✓ Organisational Structure (organogram) ✓ Demographics (number of employees) ✓ Geography (operation coverage) <ul style="list-style-type: none"> • Detailed company profile (10%) • Company profile not clearly narrated (5%) • No company profile (0%) 	10%
3	Experience	<p>Experience in Business Plan development Experience in Organisational Structure design, business development, strategic</p>	30%

		<p>planning and project management. Individual consultant or leader of the consultancy team must have a minimum of six (6) year's relevant work experience.</p> <ul style="list-style-type: none"> • Six (6) or more years (30 %) • Five (5) years (20 %) • One (4) years (10 %) • Three (3) years (5 %) • Less than 3 years experience (0%) 	
2	Qualifications	<p>Master's degree or equivalent.</p> <ul style="list-style-type: none"> • Master's degree (30%) • Honours degree (15%) • Degree (10%) • Less than degree (0%) 	30%
4	Methodology and work plan	<p>Adequacy of the proposed technical approach and methodology, and work plan in responding to the Terms of Reference:</p> <ul style="list-style-type: none"> • Work plan with clearly narrated working methodology and time line (10 %) • Work plan not clearly narrated (5 %) • No work plan (0 %) 	10%
Total Score			100%

The total evaluation score is out of **100%**. However, Bids will be evaluated on the basis of minimum **70%** for Technical Evaluation. Hence, only Bidders with at least **70%** score for Technical Evaluation will proceed to the next evaluation criteria (**Financial Evaluation**). Bidders who fail to achieve the required minimum score of **70%** for Technical Evaluation will be deemed as "non-responsive" and will be excluded from being considered for further evaluation.

The Financial criteria (Financial Evaluation) will be based on all bidders that score a minimum of 70% at Technical Evaluation Stage, who will then be ranked according

9. Rights a Public Entity

- (a) Please note that **Namibia Water Corporation Ltd (NamWater)** 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

It is estimated that the minimum duration of the assignment shall be for a period of **30** days. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in office outside Namibia should be clearly indicated. The rate

proposed in your submission will be applied in case the duration of the assignment is to be extended.

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. Namibia Water Corporation Ltd (NamWater) will make its best efforts to finalize the agreement within this period.

12. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded in 30 days, you will be expected to take up/commence with the assignment in 7 days' time.

13. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but Namibia Water Corporation Ltd (NamWater) 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 facsimile:

- (a) your acknowledgment of the receipt of this Letter of Invitation within **3 days**; and
- (b) further indicate whether or not you will be submitting the proposal.

16. Namibia Water Corporation Ltd (NamWater) would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,
Procurement Management Unit
PMU

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

Annexure 3: Draft contract under which service will be performed.

BID SECURING DECLARATION
(Section 45 of Act)
(Regulation 37(5) and 56(2))

Date: *[Day/month/year]*.....

Procurement Ref No.: SC/RP/NW-006/2022

To: NAMWATER

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: *[Name of Bidder_____]*

Dated on _____ day of _____, _____ *[Insert date of signing]*

Corporate Seal (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.]*

TERMS OF REFERENCE

Part 1. Background

NamWater HR Development Centre (HRDC) has an important role to play in the successful implementation of the newly approved strategic plan (2022-2026). Apart from its mandate to provide clean drinking water to the Namibian nation, NamWater has committed itself to contribute to the envisaged objectives of Government vision 2030, HPP and ND5, which enshrines the concept of “Industrialised Society” and “Knowledge-Based Economy” by re-designing HRDC to provide greater focus in developing core & distinctive competencies of NamWater employees as well as toward the development of water sector skills. It is against this background that NamWater has committed to fight against unemployment in the country by providing vocational skills to empower individuals to become self-reliant and thereby stimulate entrepreneurship.

Globally, there are environmental changes and the COVID-19 pandemic brought also changes in the way how things are done. NamWater systems have been affected and must re-align its strategic approach to ensure business viability of its mandate. It is therefore imperative that an investigation be conducted into the business viability and sustainability of the HRDC (TVET).

Part 2. The Services

The consultancy is expected to do the followings;

- a) Develop an understanding of the current services offered by NamWater HRDC (TVET), its business environment (financial & operational health of the centre) and its overall strategic objectives.
- b) Conduct a desk review of the current training courses offered by the TVET
- c) Conduct a desk review of Skills Development Plan 2: 2022 - 2026
- d) Collection of additional data
- e) Stakeholder mapping and then consultation
- f) Market analysis/assessment – analysis of the current TVET market in Namibia
- g) Situation analysis, including the identification of critical risks, challenges and opportunities of new training avenues contributing to the sustainable growth in revenue
- h) Costing Module for the Centre – (should include a break-even analysis)

- i) Development of an actionable and strategic 3–5-year Business Plan aligned to the strategic objectives of NamWater (should include a marketing plan, financial plan (including a break- even analysis) & operating plan)
- j) Development of a Business Plan Implementation Strategy – prioritising activities to result in strategic goal achievement.

Part 3. Facilities to be provided by the Public Entity

2019 -2020 Projections

HRDC Annual reports

PDR L2 presentation and key processes

HRDC Boardroom for meetings

Namwater 5 year strategy

NamWater Strategic Map

Part 4. Contract duration and fees

(a) Duration of initial contract

The project shall be completed within 30 days from contract signing date.

(b) Payment

Payment to be done 30 days after date of invoice.

Part 5. Deliverables

- a) Benchmark and market analysis report
- b) Situational analysis report
 - a. Review of strategic plan, relevant acts and mandates
 - b. Consultation with Leadership Team on history, needs and priorities of the Centre
 - c. Desk review of current training courses offered & Skills Development Plan
 - d. Stakeholder mapping & consultation report
 - e. Operational review and Market Assessment/analysis
 - f. Costing Module
- c) NamWater HRDC Business Plan (including marketing plan, financial plan, operating plan)
- d) NamWater HRDC Business Plan Implementation Strategy (including an implementation plan)
- e) Monitoring & evaluation tool / system for progress tracking

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:
 - (a) Technical Proposals
 - (i) Curriculum Vitae of Consultant (Form F-2).
 - (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years (Form F-3).
 - (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
 - (iv) A description of the manner in which the Consultant would plan to execute the work.
 - (v) The Consultant's comments, if any, on the data, services and facilities to be provided by the Public body indicated in the Terms of Reference (TOR).
 - (b) Financial Proposals
2. The financial proposals should be given in the form of summary of Contract estimate (Form F- 4)
3. The proposals shall be submitted in one original and one copies to be submitted.

Contract Negotiations

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

Review of reports

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

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.)

Cost Estimate of Services¹

Remuneration:

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

Out-of-Pocket Expenses² :

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

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

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

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

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

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 *[30 days]*, 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 [7 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 [7 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

(i) Governing Law

14.1 This Contract shall be governed by, and construed in all respects in accordance with, the Laws of the Republic of Namibia.

IN WITNESS WHEREOF the parties hereto have caused the present Contract to be signed in their respective names in two original counterparts in English on the date first above written.

Date: _____

FOR THE PUBLIC ENTITY

Date: _____

FOR THE CONSULTANT

Annex 1 - Terms of Reference
Annex 2 - Contract Amount and method of payment