



---

## Request for Proposal

# The Provision of a consultant to conduct a NamWater skills audit

---

**Procurement No: SC/RP/NW-014/2025**

<b>Name of Bidder</b>		
<b>Contact Person</b>		
<b>E-mail Address</b>		
<b>Postal Address</b>		
<b>Contact Phone number</b>	<b>Work:</b>	<b>Mobile:</b>

**Documents must be posted / delivered to:**

**The Quotation/Bid Box**

**Att: Procurement Management Unit (+264 61 71 2009, [bids@namwater.com.na](mailto:bids@namwater.com.na))**

Namibia Water Corporation Ltd.

Private Bag 13389

176 Iscor Street, Aigams Building

Windhoek

**Closing Date: Tuesday ,11 March 2025 at 11h00  
NO LATE BIDS WILL BE ACCEPTED!**

Initials.....

## **NOTICE TO BIDDERS**

- Please take note of initializing all pages of the standard bidding document and initial all the supporting documents including company profiles, brochures, etc.**
- Take note to sign all relevant pages as stipulated in the bidding standard document.**
- Copies of documents not 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) will not be accepted.**



Namibia Water Corporation Ltd.  
Private Bag 13389, Windhoek, Namibia  
Tel: +264 61 71 2066  
Fax: +264 61 21 0741

## Request for Proposal

### LETTER OF INVITATION

Dear Bidders,

**Subject: the Provision of a consultant to conduct a NamWater skills audit**

1. You are hereby invited to submit technical and financial proposals for consultancy services required under the **Provision of a consultant to conduct a NamWater skills audit** for the [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) Understanding/alignment of organizational strategy and goal with HR strategy.
  - (b) To identify capabilities and skills for the future.
  - (c) To evaluate current capabilities and skill (skill-gaps analysis).
  - (d) To recommend development interventions to close identified skills gaps
  - (e) Communicate and implement the HR Strategy.
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](mailto:bids@namwater.com.na)]. Request for clarifications should be received 14 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](http://www.mof.gov.na/procurement-policy-unit)** to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

Initials.....

## 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) have a valid certified copy of company Registration Certificate; **(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))**
  - (ii) Have an original or certified copy of a valid Good Standing Tax Certificate; **(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))**
  - (iii) Have a valid good Standing Social Security Commission Certificate;
  - (iv) Have a valid certified copy 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 or a Confirmation Letter from the Employment Equity Commission indicating that the employer did submit the report for the period following from the date when the certificate was issued **(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)).**
  - (v) The bidder is required to Complete the Bid securing declaration
  - (vi) 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, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof;

## 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: **11 March 2025 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 70 marks for the Technical Proposals to be retained for further consideration.

**1. Technical Evaluation**

<b>No</b>	<b>Evaluation Criteria</b>	<b>Criteria Points</b>
<b>1.</b>	<p><b>Contactable Reference: Evidence of comparable project references gained by consultants during the past 10 years</b>            List completed HRM projects done in the past 10 years.</p> <ul style="list-style-type: none"> <li>● 3 or more projects = 20 points</li> <li>● 2 projects = 10 points</li> <li>● 1 projects = 5 points</li> <li>● 0 projects = 0 points</li> </ul>	<b>20 points</b>
<b>2.</b>	<p><b>Experience: Number of years of experience in HRM for team lead and members</b></p> <p><b>Team Leader:</b></p> <ul style="list-style-type: none"> <li>● 10 years experience in HRM environment = 20 points</li> <li>● 5 years experience in HRM environment = 10 points</li> <li>● Less that 5 years = 0 points</li> </ul> <p><b>Team Members:</b></p> <ul style="list-style-type: none"> <li>● 2 years experience in HR/Talent development = 10 points</li> <li>● 1 year experience in HR/Talent Management = 5 points</li> <li>● Less that 1 year = 0 points</li> </ul>	<b>30 points</b>
<b>3.</b>	<p><b>Qualifications</b></p> <p><b>Team Lead:</b></p> <ul style="list-style-type: none"> <li>● Level 9 (Masters degree in Industrial and Organizational Psychology/Human Resources Management) = 20 points</li> <li>● Level lower than level 9 = 0 points</li> </ul> <p><b>Team members:</b></p> <ul style="list-style-type: none"> <li>● Level 8 (Honors degree in Industrial and Organizational Psychology/Human Resources Management</li> </ul>	<b>30 points</b>

	<ul style="list-style-type: none"> <li>• Level lower than level 8 = 0 points</li> </ul>	
<b>4</b>	<b>Proposal with project plan</b> <ul style="list-style-type: none"> <li>• Clear proposal with well outlined project plan = 20 points</li> <li>• Clear proposal without project plan = 5 points</li> <li>• Unclear proposal without project plan = 0 points</li> </ul>	<b>20 points</b>

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 adjudicate the reasonableness of your price proposals.

### **9. Rights a Public Entity**

- (a) Please note that the 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 three (3) months, 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. 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 **[60 days]**, you will be expected to take up/commence with the assignment in **[14 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 the 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. NamWater would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Procurement Management Unit  
(PMU)

Initials.....

**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(1)(b) and 37(5))**

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

**Procurement Ref No.:** .....

**To:** .....[insert complete name of Public Entity and address].....

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

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

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

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

Signed: .....  
[insert signature of person whose name and capacity are shown]

Capacity of:  
[indicate legal capacity of person(s) signing the Bid Securing Declaration]

Name: .....  
[insert complete name of person signing the Bid Securing Declaration]

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

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
[insert date of signing]

Corporate Seal (where appropriate)

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

**\*delete if not applicable / appropriate**

Initials.....



**Republic Of Namibia**

**Ministry of Labour, Industrial Relations and Employment Creation**

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

**1. EMPLOYERS DETAILS**

Company Trade Name:.....

Registration Number :.....

Vat Number: .....

Industry/Sector: .....

Place of Business:.....

Physical Address:.....

Tell No.:.....

Fax No.:.....

Email Address:.....

Postal Address:.....

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

.....

Email Address:.....

## 2. PROCUREMENT DETAILS

Procurement Reference No.: .....

Procurement Description: .....

.....

.....

Anticipated Contract Duration: .....

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

.....

## 3. UNDERTAKING

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

of .....[insert full name of company]

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

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

**Signature:** .....

**Date:** .....

**Seal:**.....

*Please take note:*

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

Initials.....

## TERMS OF REFERENCE

### Part 1. Background

In 2020, NamWater went through an organisational structural re-alignment to ensure that the workforce is aligned to the business strategy. During the re-alignment processes, job roles were reviewed, enhanced and some employees were transferred to various roles. Upon placement of employees into reviewed and enhanced jobs, skills gaps in terms competencies and qualification were created. Therefore, the skills audit is required to determine the position fit for current employees against the requirements of the position they were placed into and to recommend development interventions to close identified skills gaps. The skills audit project will cover all NamWater employees across the organisation (in various regions) including the management team.

### Part 2. The Services

The service provider is expected to cover but not limited to the following.

- Conduct a desktop study to get an understanding of NamWater’s strategic framework.
- Conduct a full skills audit for all NamWater employees (+- 937) and determine the fit for position they are occupying.
- Determine the skills and competence gaps between the job requirements and the incumbent.
- Recommend interventions and individual development plans in line with identified skills gaps to meet full requirements of the position they are occupying.
- Clearly indicate critical roles based on importance, skills availability in the market.
- Develop competency profiles for all positions in NamWater’s organizational structure.
- Draw up a 3-year plan to phase in individual development plans.
- Deliver a functional skills audit software system that can be used by the organisation for future skills audit needs and to monitor skills development.

- Generate, consolidate, and submit a full skills audit report as well as to present it to the HR management team.
- Skills development for NamWater’s talent team (Use of software system and skills transfer during the entire process).

**Part 3. Facilities to be provided by the Public Entity**

NamWater will avail a Talent Development project team to the appointed consultant to form part of the project. In addition, NamWater will provide an office and resources to the consultant/ assigned personnel for the project.

**Part 4. Contract duration and fees**

**(a) Duration of initial contract**

The proposed contract term is twelve (12) month(s). Consultant is required to complete all the work within the given twelve months.

**(b) Payment**

Payment to be done in line with deliverables and agreed upon payment schedule of the successful consultant.

**Part 5. Deliverables**

- **Methodology & Approach:** a project proposal with project plan, methodology and approach to be used in this assignment.
- **Report & Comprehensive 3-year implementation plan:** to present and submit a comprehensive report of the skills audit, with clear information of identified gaps per employee. In addition to the report a comprehensive 3-year implementation plan with clear milestones to be done in-house.
- **Bidder requirements:** the service provider should meet and submit the followings.
  - ✓ Comprehensive company profile indicating a minimum of five years’ experience in Human Resource Management projects.
  - ✓ Three contactable references with documentary evidence (Testimonials, Reference Letters or Certificate of Completion) indicating the successful completion of HR projects.
  - ✓ Composition of team members to work on the exercise, attach their full profile and must have at least 2 years’ experience in the HR environment specialising in Talent

Development/ similar. Must have NQF Level 8 in Human Resource Management/ Human Resource Development/ Psychology or Industrial Psychology or any other relevant qualification.

- ✓ The team lead must have an NQF level 9 in Human Resource Management/ Human Resource Development/ Psychology or Industrial Psychology or any other relevant qualification. With 10 years' experience in the HR environment and should have done 3-5 skills audits / similar HR projects, reference letters should be attached.
- ✓ The Bidder must provide proof of qualification authority evaluation and verification for qualifications achieved in a foreign country.

**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 [1 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.

**FORM F-1**

**BID SUBMISSION FORM**

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

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

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

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

I/we undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will observe the highest level of ethical conduct.

Yours faithfully

Signature: \_\_\_\_\_

Full name: \_\_\_\_\_

Address: \_\_\_\_\_



## FORMAT OF CURRICULUM VITAE (CV) FOR CONSULTANT

Name of Consultant: \_\_\_\_\_

Profession: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Nationality: \_\_\_\_\_

Membership in Professional bodies: \_\_\_\_\_

### **Key Qualifications:**

*[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]*

### **Education:**

*[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]*

### **Employment Record:**

*[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers references, where appropriate. Use about two pages.]*

### **Languages:**

*[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing ]*

### **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

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

*[Signature of Consultant]*

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

**FORM F-3**

**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.)

Initials.....

**Cost Estimate of Services<sup>1</sup>**

**Remuneration:**

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

Sub-Total (Remuneration) \_\_\_\_\_

**Out-of-Pocket Expenses<sup>2</sup> :**

(a) Per Diem <sup>3</sup> :	Room charge	Subsistence	Total	Days
	_____	_____	_____	_____

(b) Air fare \_\_\_\_\_

(c) Lump Sum Miscellaneous Expenses<sup>4</sup> : \_\_\_\_\_

Sub-Total (Out-of-Pocket) \_\_\_\_\_

Contingency Charges: \_\_\_\_\_

**Total Estimate:** \_\_\_\_\_

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

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

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

<sup>4</sup> 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.

Initials.....

**CONTRACT No. \_\_\_\_\_**

**CONSULTANCY SERVICE CONTRACT**

**BETWEEN**

*[INSERT PUBLIC ENTITY NAME]*

**AND**

*[INSERT CONSULTANT NAME]*

## TABLE OF CONTENTS

		Page
Preamble .....		3
Article I	Scope of Services .....	15
Article II	Commencement of Services and Duration of Contract.....	15
Article III	Duties of the Consultant.....	16
Article IV	Payment for the Services .....	17
Article V	Confidentiality and Ownership of Documents .....	17
Article VI	Assignment and Sub-Contracting .....	17
Article VII	Liability of the Consultant .....	18
Article VIII	Force Majeure .....	18
Article IX	Termination of Contract.....	19
Article X	Dispute Settlement .....	19
Article XI	Modification or Amendment .....	20
Article XII	Effective Date.....	20
Article XIII	Channel of Communications and Notices .....	21
Article XIV	Governing Law .....	22
ANNEX I	Terms of Reference	
ANNEX II	Contract Amount and Method of Payment	

**THIS SERVICE CONTRACT** entered into this *[date]*, between the *[insert public entity name]* [hereinafter called the "Public Entity"] and *[insert consultants name]* (hereinafter called the "Consultant").

**WITNESS THAT:**

**WHEREAS** the Public Entity has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth;

**WHEREAS** the Consultant represents and affirms that he/she possesses the requisite experience, qualifications, capability and skill to perform the said services;

**NOW THEREFORE** the parties hereto have agreed as follows:

**ARTICLE I**  
**SCOPE OF SERVICES**

1.1 The services to be performed by the Consultant under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as Annex I to the present Contract. The Terms of Reference shall form an integral part of this Contract.

**ARTICLE II**  
**COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT**

2.1 The Consultant shall commence the Services on *[date]* upon signature of the present Contract, and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (annex I) or indicated by the Public Entity.

2.2 The Services shall be for *[insert no of days/months/years]*, beginning on the date of commencement of the Services, and ending not later than *[insert completion date]*.

Initials.....

**ARTICLE III**  
**DUTIES OF THE CONSULTANT**

- 3.1 The Consultant shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organization and responsibility, and in a manner acceptable to the Public Entity
- 3.2 The Consultant shall:
- (a) regularly report to, and obtain direction and guidance from the Public Entity on all matters arising from or relating to the present Contract;
  - (b) promptly comply with such instructions as may be issued from time to time by the Public Entity in connection with the performance of the services.
- 3.3 The Consultant shall perform the services to the satisfaction of the Public Entity in accordance with the Terms of Reference and at such intervals as the Public Entity may require.
- 3.4 The Consultant shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to the Public Entity for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The Consultant shall meet the cost of any insurance and/or medical examination or treatment required by him/her in the course of performing the services.
- 3.6 The Consultant shall seek and obtain any visas or residence permits that he/she may require to carry out the services and perform his/her obligations under the present Contract. The Public Entity shall, as necessary, assist the Consultant in obtaining such visas and/or permits.

**ARTICLE IV**

**PAYMENT FOR THE SERVICES**

- 4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

**ARTICLE V**

**CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the Consultant in connection with or by virtue of the present Contract, shall be treated as confidential by the Consultant, and the Consultant shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the Public Entity.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the Consultant for Public Entity under the Contract shall belong to and remain the property of the Public Entity. The Consultant may retain a copy of such documents and software.

**ARTICLE VI**

**ASSIGNMENT AND SUB-CONTRACTING**

- 6.1 Except with the prior written consent of the Public Entity, the Consultant shall not:
  - (a) in whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
  - (b) sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services.



**ARTICLE VII**  
**LIABILITY OF THE CONSULTANT**

- 7.1.1 The Consultant shall abide by, and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.
- 7.2 The Consultant shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

**ARTICLE VIII**  
**FORCE MAJEURE**

- 8.1 Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.
- 8.2 In the event of force majeure which delays performance of the whole or any part of the present Contract for more than sixty (60) days, either party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, an event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

**ARTICLE IX**  
**TERMINATION OF CONTRACT**

- 9.1 The Public Entity may, upon giving not less than *[insert no. of days]* days' notice in writing to the Consultant, terminate the present Contract for cause if the Consultant has failed to perform the Services or to comply with his/her other obligations under the Contract.
- 9.2 The Public Entity may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Public Entity to do so, provided that the Consultant shall in that event be given a notice of not less than *[insert no. of days]* days of such termination.
- 9.3 The Consultant may terminate the present Contract if the Public Entity has, within a period of forty five (45) days after the due date, failed to pay any amount due to him/her in respect of which no dispute has arisen.
- 9.4 The parties hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, the Public Entity shall be liable only for payment, in accordance with the payment provisions of the Contract, for the Services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

**ARTICLE X**  
**DISPUTE SETTLEMENT**

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of the Public Entity who shall transmit his decision in writing to both parties.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

**ARTICLE XI**  
**MODIFICATION OR AMENDMENT**

- 11.1 Except by mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.
- 11.2 Notwithstanding the preceding paragraph, the Public Entity may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

**ARTICLE XII**  
**EFFECTIVE DATE**

- 12.1 The present Contract shall enter into force on the date of its signature by both parties.
- 12.2 Unless terminated under Article VIII or IX above, the present Contract shall expire upon completion of the Services and the discharge of all obligations arising out of or under the Contract.

**ARTICLE XIII**  
**CHANNEL OF COMMUNICATIONS AND NOTICE**

- 13.1 For the purposes of the present Contract, the authorized representative of the Public Entity shall be the Accounting Officer of the Public Entity.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

**FOR THE PUBLIC ENTITY**

Postal Address : \_\_\_\_\_  
 Physical Address : \_\_\_\_\_  
 Facsimile : \_\_\_\_\_

**FOR THE CONSULTANT**

Postal Address : \_\_\_\_\_  
Physical Address : \_\_\_\_\_  
Facsimile : \_\_\_\_\_

**ARTICLE XIV**

(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