



**REQUEST FOR PROPOSAL:
TO UPGRADE SAGE 300 PEOPLE AND PASTEL PARTNER TO SAGE ERP SOLUTION**

Procurement Reference No: SC/RP/NSA – 02/2024

**Issued on: 16 July 2024
Due date: 5 August 2024**

PARTICULARS OF BIDDER

Business Name: _____

Postal Address: _____

Telephone No: _____

Cell No.: _____

Fax No.: _____

Contact Person: _____

E-Mail Address: _____

Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam

Subject: Upgrade SAGE 300 PEOPLE and PASTEL PARTNER to SAGE ERP Solution



FGI House
Post Street Mall
P.O.Box 2133
Windhoek
Namibia

Tel: +264 61 431 3200
Fax: +264 61 431 3253

www.nsa.org.na

1. You are hereby invited to submit technical and financial proposals for consultancy services required to upgrade SAGE 300 People and Pastel Partner to SAGE ERP Solution for Namibia Statistics Agency (NSA) which could form the basis for future negotiations and ultimately, a contract between you and the NSA.
2. The purpose of this assignment is to deliver the following:
 - Conduct an Initial Assessment and Planning for the upgrade
 - Project Planning and Data Migration Planning
 - System Configuration and Customization
 - Data Migration
 - Integration with Other Systems as per the assessment findings
 - Administrators and end-user training
 - Testing and Validation
 - Go-Live Preparation
 - Go-Live and Post-Implementation Support
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 the Public Entity procurement@nsa.org.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 to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

6. Eligibility

- (a) A consultant that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from consultants appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Consultants should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

7. Submission of Proposals

The proposals from 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 on or before: **Monday, 5th August 2024 by no later than 11:00 am, FGI House, Post Street Mall Ground Floor.**

Proposals should **not** be forwarded by electronic mail.

8. Deciding Award of Contract

Qualification and experience of the consultants/bidder shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of **80 marks** for Technical Proposals and **20 marks** for financial proposals. Proposals from consultants/bidders should score at least 70 marks for the Technical Proposals to be retained for further consideration.

Only those consultants or bidders scoring a total of 80 marks on the overall assessment shall be considered for the assignment. Negotiations will start with the bidder scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked bidder 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.

9. Rights a Public Entity

- (a) Please note that the Namibia Statistics Agency is not bound to select any of the consultants/bidders' 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 **120 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 at the NSA offices and that with office outside Namibia should be 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 **180 days** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The Namibia Statistics Agency will make its best efforts to finalize the agreement within this period.

12. Commencement date of Assignment

You will be expected to take up/commence the assignment within **two weeks from the award date**.

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 Namibia Statistics Agency shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to:

- (a) payments 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 bidders). and
- (c) property brought in for your personal use provided the property is subsequently withdrawn. (This clause shall apply only to foreign bidders).

14. Insurance

The bidder 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 would appreciate if you informed us by email:

- (a) your acknowledgment of the receipt of this Letter of Invitation within 7 calendar days.
- (b) further indicate whether you will be submitting the proposal.

16. The Namibia Statistics Agency would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

Dr Emilia Salomo
Head of Procurement Management Unit

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary Information to Consultant.

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

TERMS OF REFERENCE

Part 1. Background

Namibia Statistics Agency (NSA) was established by the Statistics Act 9 of 2011 to collect, analyze, and disseminate statistics. As part of its ongoing commitment to enhance operational efficiency, the NSA is initiating the acquisition process for the upgrade from the Sage 300 people and Pastel Partner to the Sage Enterprise Resource Planning (ERP) solution. This strategic endeavor aims to streamline business processes, foster interdepartmental collaboration, and ultimately elevate efficiency levels, aligning with NSA's overarching strategic objectives.

Part 2. The Scope of Services

The main objective of the assignment is to upgrade from SAGE 300 People and Pastel Partner to SAGE ERP Solution to integrate the following components /modules and functionalities:

2.1 Improved Financial Management:

The Sage ERP system should be able to enable effective management of financial processes, including:

- **General Ledger & Business Intelligence Financial Reporting:** Gathering data and tracking and recording financial transactions, income, expenses, capital accounts, assets, and liabilities across the organizations.
- **Accounts Payable:** Streamlining and automating purchasing transactions, invoice processing, and approval, integrating payable data with procurement, payment, and supply chain management system.
- **Accounts Receivable:** Automating customer invoicing and billing payment matching, collections, and other revenue management functions.
- **Profit Tracking:** Monitoring financial performance and cash flow, providing profitability analysis, and forecasting ROI to give an overall view of the company's financial health and inform decision-making.
- **Assets Management:** Tracking and managing intangible assets and fixed assets and calculating and analyzing depreciation, tax and compliance requirements.
- **Financial Planning & Analysis:** Providing financial insights and risk management via – time analysis, planning, budgeting, and forecasting.
- **Accounting & Financial Close:** Automating financial close and accounting process like reconciliation, compliance, and reporting.
- **Treasury Management:** Automating and streamlining payments, and cash management process and managing financial risk.
- **Tax Management:** Managing compliance, documents, and reporting, providing analytics and optimizing tax strategies.
- **Cost Accounting, Project and Job Costing:** Accurately track project and department expenditures and billable hours to improve profitability and variance analysis.

2.2 Enhanced Human Resources Management:

The Sage ERP system should provide robust capabilities for managing human capital, including:

- **Employee Records:** Centralized database for storing and updating employee information.
- **Payroll Processing:** Automating payroll calculations, deductions, and tax filings to ensure accuracy and compliance.
- **Benefits Administration:** Administering employee benefits such as health insurance, retirement plans, and leave management.
- **Performance Management:** Tracking employee performance, conducting evaluations, and facilitating goal setting.

2.3 Streamlined Supply Chain Management:

The Sage ERP should help the organization to optimize operations by:

- **Inventory Management:** Monitoring inventory levels, tracking stock movements, and minimizing stockouts.
- **Procurement:** Streamlining the procurement process from requisition to purchase order generation.
- **Supplier Management:** Managing supplier relationships, performance, and contracts effectively.
- **Reporting and performance management:** provide detailed reports on Purchase orders, historical spending and suppliers' performance.

2.4 Comprehensive Reporting and Analytics:

Sage ERP should be able to provide robust reporting and analytics capabilities, including:

- **Comprehensive Reporting:** Generating standard and customized reports to meet the organization's information needs.
- **Dashboards:** Visualizing key performance indicators (KPIs), trends, and metrics for quick insights and decision-making.
- **Business Intelligence:** Leveraging data analytics tools to uncover actionable insights and identify opportunities for improvement

2.5 Document management:

The Sage ERP system should be able to facilitate efficient document management by:

- Providing a centralized platform for securely creating, distributing, and tracking documents within the organization.
- Enabling seamless collaboration and communication among employees through memos related to various business processes as mapped.
- Supporting version control, notifications, and archiving features to ensure proper documentation and accountability.

2.6 Robust Security and Privacy Measures:

Security and privacy are paramount considerations for the NSA; therefore, the ERP should also be able to address these concerns by:

- Implementing robust access controls to safeguard sensitive data and restrict unauthorized access.
- Encrypting sensitive information to prevent data breaches and protect confidentiality.
- Complying with relevant privacy regulations and standards to ensure the lawful handling of personal and sensitive data.

2.7 Comprehensive Audit Trail:

The Sage ERP system should be able to maintain a comprehensive audit trail by:

- Logging all system activities, including user actions, data modifications, and system configurations.
- Providing visibility into changes made to financial transactions, HR records, inventory movements, and other critical data.
- Facilitating traceability and accountability by recording timestamps, user IDs, and other relevant information for each audit trail entry.

2.8 Ensuring Reliability:

Reliability is essential for uninterrupted business operations, and the Sage ERP system should ensure reliability by:

- Employing redundancy and failover mechanisms to minimize downtime and service disruptions.
- system tuning to optimize system reliability.
- Means to monitoring system health and performance metrics to proactively identify and address potential issues before they impact operations.

2.9 Seamless Integrations:

The Sage ERP system should be able to seamlessly integrate with existing systems and third-party applications by:

- Supporting standard integration protocols and APIs to facilitate data exchange and interoperability.
- Leveraging pre-built connectors and adapters to streamline integration with popular software solutions.
- Ensuring compatibility and interoperability with legacy systems, databases, and middleware platforms.

Part 3. Facilities to be provided by the Public Entity

NSA will provide access to the current Sage 300 people and Pastel Partner system and processes documentation. Bidders will be provided with a working space to consult internal departments for input.

Part 4. Contract duration and fees

(a) Duration of initial contract: The appointed consultant or bidder will be expected to complete all the above tasks in 120 days from the date the contract is awarded or as mutually agreed upon by

both parties, taking into consideration the scope of work, project timelines, and any other pertinent factors.

The proposal should contain a detailed work plan outlining the timeframe of the project roll out and milestones as per the proposed approach and the services in the technical section of the TOR.

(b) Payment terms

Payments will be made according to the following project milestones:

Milestone	Payment
Completion of the software installations	20%
System Customization	20%
Initial testing and feedback	20%
Handover of the completed project	40%

Verification of each milestone for payment requests will be conducted by Executive IT Solutions and Data Processing.

Part 5. Deliverables

Upon completion of the project, the consultant is expected to;

- Report of the Initial Assessment and Planning for the upgrade
- Project Plan and Data Migration Plan
- System Configuration and Customization plan and report
- Data Migration plan and report
- Integration report
- Administrators and end-user training report and training material and user guidelines
- Testing and Validation report
- Live system and Post-Implementation Support (Service level agreement)

Part 6. Reporting

The Consultant(s) will report to the Manager: IT

Part 7. Mandatory Documents

- A valid original or certified copy Original Good Standing Tax Certificate.
- A valid original or certified copy Original Good Standing Social Security Certificate.
- A valid certified copy of good standing Business and Intellectual Property Authority certificate.
- A certified copy of the consultancy registration/founding statement.
- have a valid original or 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 in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a

confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from

- Certified copies of identity documents of the bidders' owners
- Certified copies of qualifications/certifications of technical team who will be working on this assignment.
- Proof SAGE 300 ERP partnership.

Part 8. Consultancy Requirements

The successful Consultant must comply with the minimum requirements as per the evaluation criteria table:

1. Proven track record of success (minimum three reference letters as proof of success on the letterhead of the client to whom the solution was provided)
2. The consulting firm must be a Sage partner specializing in SAGE ERP implementation.
3. The lead consultant and technical team that will be working on this project must possess a combination of the below-listed qualifications/certifications Proven experience in implementing SAGE ERP
 - Official partnership or certification from Sage as a recognized implementation partner.
 - Experience with Microsoft SQL Server, including performance tuning and database management.
 - Strong understanding of financial, supply chain and HR processes.
 - Experience in providing post-implementation support and training.
4. CV's of technical teams with detailed work experience and contactable reference on similar assignments.

Part 9. Procedures for Submission of Expression of Interest

Interested consultants should submit **two separate envelopes**, clearly marked technical and financial proposals, by **11h00 am, Monday, 5th August 2024**, at the following address:

Namibia Statistics Agency
FGI House, 44 Post Street Mall
P.O. Box 2133, Windhoek, Namibia
Tel.: +264 61 4313200

All enquiries must be directed to Procurement Management Unit; email: procurement@nsa.org.na.

NB: Late documents will not be considered.

EVALUATION CRITERIA

1. MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

Mandatory Documents/ Requirements			
No	Mandatory Requirements	Yes	No
1	A certified copy of the SAGE partnership certificate, proof that the consulting firm is a Sage partner specializing in SAGE ERP		
2	A valid original or certified copy Original Good Standing Tax Certificate.		
3	A valid original or certified copy Original Good Standing Social Security Certificate.		
4	A valid certified copy of good standing Business and Intellectual Property Authority certificate.		
5	Have a valid original or 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 in the event that the Affirmative Action Compliance Certificate is over 12 months from the date of issue, a confirmation letter from the Employment Equity Commission indicating that the employer had submitted the report for the period following from the date when the certificate was issued.		
6	Certified copies of identity documents of the shareholders.		
7	Certified copies of qualifications and CV of technical team who will be working on this assignment		
8	Proven track record of success (three reference letters as proof of success on the letterhead of the client)		

NB: NSA reserves the right to verify any document provided with the source institution.

2. TECHNICAL PROPOSAL EVALUATION CRITERIA

The following scorecard will be used to assess bidders that passed the mandatory stage.

	Sub-weight						
1. Proposal <i>Structure of the response to the Terms of Reference</i>	10-%	Excellent	Very Good	Average	Fair	Poor	Weighted score
		x 1	x 0.75	x 0.5	X 0.25	x 0	
1.1 Comprehensive interpretation of the project objectives and scope of work in line with the terms of reference	10%						
2. Personnel Technical Capability, Skills & Qualification <i>The consulting firm must provide details of the proposed personnel CV's detailing their qualification/certification and technical experience in similar projects. This will be measured by averaging the team combined years of relevant experience. (Clearly indicate the lead consultant).</i>	60%	>10 years	8-9 years	6-7 years	3-5 years	<3 year	Weighted score
		x 1	x 0.75	x 0.5	X 0.25	x 0	
2.1 Technical experience SAGE ERP implementations (including knowledge in Microsoft SQL)	15%						
2.2 Technical experience on System Configuration and Customization	15%						
2.3 Technical experience on configuration of Sage ERP Modules as specified in the terms of reference (Part 2. The Scope of Services) Data Migration and Integration	20%						
2.4 Relevant SAGE ERP /certifications	10%						
3. Consulting firm experience in similar projects <i>Consulting firm to provide reference letters of similar projects. We will verify reference letters provided. Must align to list provide in form F-3.</i>	30%	>4 Letters	3 Letters	2 Letters	1 Letters	<0 Letter	Weighted score
		x 1	x 0.75	x 0.5	X 0.25	x 0	
3.1 Number of reference letters provided	10%						
3.2 Number of relevant reference letters to SAGE ERP implementation and support.	20%						
SUMMARY OF TECHNICAL PROPOSAL EVALUATION							
	Sub weight	Consulting firm score			Technical score compliance		
Consulting firm proposal	10%						
Consulting firm Personnel technical capability, skills and qualifications	60%						
Consulting firm experience in similar projects	30%						
TOTAL	100%	X			Technical score= X*80%		

NB: Only Technical Proposals that achieve a final score of 70% or more will be deemed technically responsive and, as such, will be considered for Financial Evaluation.

3. FINANCIAL PROPOSAL EVALUATION CRITERIA

The criteria for the evaluation of Financial Proposals will include the following:

$$FP = (PL / PN) \times 20$$

where:

FP = Financial Score awarded to the Financial Proposal under consideration

PL = The Proposal Price of the lowest Financial Proposal opened.

PN = The Proposal Price of the Financial Proposal under consideration

4. FINAL SCORE

The final score will combine the technical, financial / price scores (proposal) and post evaluation criteria's:

The Technical and Financial scores for a substantially responsive proposal shall be combined to achieve a final score (Proposal Result) for each proposal in accordance with the following formula:

$$PR = TS + FSP$$

where:

- PR = The Proposal Result for the proposal under consideration.
- TS = The Technical Score achieved by the proposal under consideration (80%).
- FSS = The Support Financial Score achieved by the proposal under consideration (20%).

Only bidders with a final score of >80% will be considered for this project.

5. POST-EVALUATION CRITERIA

- The proposal with the highest final score will be considered the "substantial responsive bidder" and awarded the offer.
- The substantial responsive bidder(s) recommended for the award must **perform a system demonstration before contracting**. Detailed demonstration requirements will be provided to the responsive bidder(s), who will have two weeks to prepare, unless otherwise agreed upon.
- In the event of a tie between bidders, the bidder with the lowest financial proposal will be awarded the offer. If the financial proposals are equivalent, the system demonstration will serve as the tiebreaker.
- The NSA will first negotiate with the substantial responsive bidder.
- If negotiations fail, or if the substantial responsive bidder fails to accept the offer, comply with the demonstration requirements, or commence work within the stipulated time, the contract will be awarded to the next substantial responsive bidder at the sole discretion of the NSA.
- This process may be repeated until a substantial responsive bidder is successfully appointed.

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:
 - (a) Technical Proposals
 - (i) Curriculum Vitae of team members (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 bidder on the Terms of Reference (TOR).
 - (iv) A description of the manner in which the bidder would plan to execute the work.
 - (v) The Bidders 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 two copies**.

Contract Negotiations

1. The aim of the negotiations is to reach an agreement on all points with the bidders and initial a draft contract by the conclusion of negotiations. Negotiations commence with a discussion of the bidder'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, which will indicate periods 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 to upgrade SAGE 300 People and Pastel Partner to SAGE ERP Solution

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

Namibia Statistics Agency

AND

[INSERT CONSULTANT NAME]

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

WITNESS THAT:

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

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

NOW THEREFORE the parties hereto have agreed as follows:

ARTICLE I

SCOPE OF SERVICES

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

ARTICLE II

COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

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

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

ARTICLE III

DUTIES OF THE CONSULTANT

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

ARTICLE IV

PAYMENT FOR THE SERVICES

- 4.1 The Public Entity shall pay to the Consultant, in respect of the services, the various amounts specified in Annex II to this Contract (hereinafter referred to as the "Contract Amount").

- 4.2 The Contract Amounts shall be paid to the Consultant in accordance with the modalities specified in Annex II to the present Contract, which forms an integral part hereof.

ARTICLE V

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

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

ARTICLE VI

ASSIGNMENT AND SUB-CONTRACTING

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

ARTICLE VII

LIABILITY OF THE CONSULTANT

- 7.1.1 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