



**Request for Proposal  
for Consultancy Services for Improving/Redesigning the National Spatial Infrastructure  
(NSDI) Geographic Portal for Namibia**

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**Procurement Reference No: SC/RP/NSA-03/2025**

**Bidder's Name:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**Tel/Cell No:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Issued Date: 16 September 2025**

**Closing Date 29 September 2025**

**BID TOTAL AMOUNT-VAT INCLUSIVE** \_\_\_\_\_

**Tel: +26461 431 3200 Fax: +26461 431 3253 P.O. Box.2133 Windhoek, Mutual Platz  
Building 6958, Post Street Mall**

## LETTER OF INVITATION

Dear Sir,

**Subject: Request for Proposal for Consultancy Services for Improving/Redesigning the National Spatial Infrastructure (NSDI) Geographic Portal for Namibia**

1. You are hereby invited to submit technical and financial proposals for consultancy services required under *Namibia Statistics Agency* for the Namibia statistics Agency which could form the basis for future negotiations and ultimately, a contract between you and the Namibia Statistics Agency.
2. The purpose of this assignment is to:
  - (a) Improve the map viewer (Digital Namibia) component;
  - (b) Improve the Online Metadata Catalogue (Geofind) component;
  - (c) Capacity building: Provide training to NSA staff on all components of the improved Geoportal.
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 Namibia Statistics Agency, *Mr. Alex Mudabeti, Executive: GIS and NSDI Coordination, amudabeti@nsa.org.na/procurement@nsa.org.na* Requests for clarification should be received 5 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.

## 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 the Technical and Financial proposals, two copies and one original must be submitted, 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: **29 September 2025**, Mutual Platz Building-6958 Post Street Mamay Ground floor: at **11:00 AM**. *Proposals shall not be submitted via electronic mail by local interested consultants. Submission by electronic mail will only be permitted for international consultants.*

## 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 50 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.

## 9. Rights a Public Entity

- (a) Please note that **Namibia Statistics Agency** 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 *five months (21 weeks)*. 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 extended.

#### **11. Validity of Proposal**

You are requested to hold your proposal valid for **60 days** from the deadline for submission of proposals, during which period you will maintain without changing your proposed price. **The Namibia Statistics Agency** 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 by **20 October 2025**, you will be expected to take up/commence with the assignment by **01 November 2025**.

#### **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 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 **5 days**; and
- (b) further indicate whether or not 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,

---

Ms. R. Paulus  
*Secretary to the Procurement Committee*

**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**

The Namibia Statistics Agency (NSA) is established by the Statistics Act, No. 9 of 2011 as the central repository for all statistics produced in Namibia. Among the functions of the Agency given in article 7 of the Statistics Act are to collect, produce, analyse and disseminate official and other statistics in Namibia; to facilitate the capture, management, maintenance, integration, distribution and use of spatial data; and to develop and coordinate the National Statistics System and the National Spatial Data Infrastructure (NSDI).

In establishing and coordinating the NSDI, the NSA is guided by the NSDI Policy which was gazetted by government in March 2015. Section 8 (b) of the NSDI Policy for Namibia states that the NSDI Secretariat (NSA) is to provide an access portal to spatial data and metadata. In so doing, it will provide users with directions/links to all spatial data and related metadata held by custodians. In addition, it is to provide a means to discover, visualise, and evaluate the data for its use.

To fulfil this mandate, the NSA developed and launched a National Geographic Portal in 2017 to provide the public with nationwide access to geographic information produced and maintained by government institutions.

The portal has two components: Digital Namibia, which allows users to view and perform basic spatial analysis on key national datasets, including map overlays, geometry calculations, map printing, online sharing, and adding user data; and Geofind Namibia, a metadata catalogue that provides quick access to dataset descriptions and enables users to download selected data.

### **Part 2. The Services**

The NSA requires the services of a competent consultant/ firm to improve the National Geoportal for Namibia. The improvement of the online geoportal aims to enhance user experience by improving access to up-to-date geographic data and metadata. It seeks to provide more efficient tools, better functionality, and a more user-friendly combined interface with more

analytical and view service capabilities to ensure that government spatial information is easily accessible and usable by the public, researchers, and decision-makers.

The geoportal currently offers three (3) services from the front-end, namely, Catalogue Service for the Web (CSW), Web Map Service (WMS) and data download facility. These services were built in accordance with the W3C, OGC and ISO standards and aligned to the NSDI specifications for Namibia. The geoportal also features a back end that allows portal administrators to administer the portal and manage layers that are published onto the portal. The portal is currently connected to PostgreSQL/PostGIS database.

The consultant is expected to improve the geoportal, fully utilising open-source solutions and technology like the current or improved architecture. The consultant should also transfer skills by in totality train NSA technical staff to build capacity and ensure continuity.

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

NSA will provide:

- Access to spatial data that needs to be uploaded on the portal and relevant supporting documents
- Workspace and logistical support during the breakaway session; and
- Coordination with internal staff for the smooth execution of the consultancy assignment.

### **Part 4. Contract duration and fees**

**(a) Duration of initial contract:** five months (21 weeks).

**(b) Payment:** As per agreed contractual terms and based on deliverables.

### **Part 5. Deliverables**

The required deliverables of the services to be provided by the consultant are as follows:

4.1 Inception report presented to the management and staff of the NSA detailing the project plan and expected milestones.

4.2 An improved metadata catalogue service as metadata browser built on free and open-source software using the standards and specifications of OGC/ISO 19115-1 as defined in

the NSDI Specification 3 of 2015: Metadata Specification for Capturing and Publishing Metadata for Spatial Data and Services in Namibia.

4.3 An improved web-based geoportal offering a map view service for all the fundamental data themes as stated in section 10.1 of the NSDI Policy. The improved geoportal must provide a download facility for freely available datasets.

4.4 An improved web-based editor to create and submit metadata to the NSDI Secretariat.

4.5 The improved geoportal should support a data download facility for fundamental datasets.

4.6 Post consultancy and technical support on request for an agreed period.

4.7 Training manuals and complete documentation of the system.

4.8 Conducting at least one user/producer public workshop to demonstrate the usability and functionalities of the system to a wider audience.

4.9 Free and open-source software application is recommended.

4.10 Long term capacity building plan for NSA staff during and after system improvement.

4.11 Complete source codes of improved national geoportal and associated elements.



## EVALUATION CRITERIA

### 1. MANDATORY REQUIREMENTS DOCUMENT

All bids must comply with the following requirements. Failure to submit any of the listed documents **will result in disqualification** and the bid will not proceed with technical evaluation.

*Note: The mandatory documents are required only from local/national bidders. International bidders, however, are required to submit the company's founding statement, certified copies of the identification documents (IDs) of the company owners or members, and a duly signed Bid Submission Form, in accordance with the template provided in the bidding documents."*

NO	Mandatory requirements	Yes	No
1	Certified copy of Company Registration Certificate (including Founding Statement or equivalent).		
2	Valid NamRA Good Standing Certificate (Tax).		
3	Valid Social Security Commission Good Standing Certificate.		
4	<b>Valid Good Standing Certificate from the Employment Equity Commission (if applicable).</b>		
5	Certified copy of Identification Documents (IDs) of company owners/members.		
6	<b>Signed Bid Submission Form (as per template provided in the document).</b>		

**Note: all copies must be certified by the Commissioner of Oaths appointed in terms of the Justice of the Peace and Commissioners of Oaths Act, 1963 (Act No.16 of 1963)**

## 2. Technical Evaluation (Minimum 70% Required for Financial Evaluation).

Only bidders who meet all the **mandatory requirements** will be assessed based on the **technical evaluation criteria**. A **minimum score of 70%** is required to qualify for **financial evaluation**.

Evaluation Area	Criteria Description	Weight	Score rate	Total Score
<b>Academic Qualifications</b>	- Master's degree in Geo-Information Sciences, Geography or IT/Computer Science related field. (7 pts) -A higher level qualification in the same fields would be an advantage (3 pts)	10		
<b>Relevant Work Experience</b>	- 3–4 years of relevant experience in geospatial application development with emphasis on ISO/OGC standards (5 pts) - Two evidence as proof of experience in developing geoportals, metadata catalogues and metadata editors (5 pts). Link to the developed geoportals with reference letters must be provided.	10		
<b>Understanding of the Assignment</b>	- Clear understanding of geoportals/map viewers (10 pts) -Clear understanding of metadata browsers for spatial data (10 pts)	20		
<b>Technical Capacity and Tools</b>	- The candidate(s) should have proven competencies in the following areas: 1. Database development (5 pts) 2. Web GIS Application Development using open-source technology (5 pts) 3. OGC/ISO Specifications (5 pts) 4. Web Geovisualisations/Interactive Mapping with Statistical Information (5 pts) 5. Strong spatial programming skills (5 pts)	25		
<b>Work Plan and Timelines</b>	- Detailed work plan aligned with the ToR deliverables and schedule (10 pts) - Realistic and practical timelines (5 pts)	15		
<b>Deliverables Quality</b>	- At least one sample WebGIS/ Geoportal site with reference letter provided (5 pts)	10		

	- Relevance to Spatial Data Infrastructure e.g. local/organisational, regional or national (5 pts)			
<b>Capacity Building Plan</b>	- On-the-job coaching approach for NSA staff clearly described (5 pts) - Practical assembly of the Geoportal System with NSA staff as part of the training plan (5 pts)	10		
<b>TOTAL</b>		<b>100</b>		

**Note:** Only bidders scoring **70% or above** will proceed to the financial evaluation stage.

**NB: Only consultants scoring 70% or more will be considered for the financial evaluation**

### **3. FINANCIAL EVALUATION**

#### **Financial Proposals**

- The financial proposals should be given in the form of a summary of the Contract estimate (Form F-4)
- The financial proposal must be submitted in a separate envelope.

Consultant proposal offer will be evaluated and shall be awarded based on the lowest substantially responsive in terms of section 55(1) of the Public Procurement Act, 2015 (Act No.15 of 2015)

In accordance with section 35 (9) of the Public Procurement Act,2015 (Act No. 15 of 2015, NSA may enter into negotiations with the successful consultant.

## **Annexure - 2**

### **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 2 copies.

#### **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/five 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:** \_\_\_\_\_

**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.)

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

<b>Consultant Name</b>	<b>Monthly Rate (in currency)</b>	<b>Working Months</b>	<b>Total Cost (in currency)</b>
_____	_____	_____	_____
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:					_____
<b>Total Estimate:</b>					_____

<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.



**Annexure 3**

**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 **Namibia Statistics Agency** [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 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 : P.O. Box. 2133 Windhoek  
Physical Address : Mutual Platz Building-6958 Post Street Mall, Ground floor  
Facsimile : +26461 431 3253

**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**

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Annex 1 - Terms of Reference

Annex 2 - Contract Amount and method of payment