



NAMIBIA STATISTICS AGENCY

Request for Proposal
for
the Provision of *Developing of the NSA Strategy (2027-2030)*

Procurement No: SC/RP/NSA-01/2026

Bidder's Name: _____

Physical Address: _____

Tel/Cell No: _____

Contact Person: _____

E-mail: _____

Bid total amount-vat inclusive: _____

Issued Date: 8 June 2026

Closing Date: 19 June 2026 @ 11H00

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

Request for Proposal

LETTER OF INVITATION

Dear Bidder,

Subject: Request for Proposal for the Provision of Developing of the NSA Integrated Strategic Plan (ISBP) (2027-2030)

You are hereby invited to submit technical and financial proposals for consultancy services required under **Request for Proposal for the Provision of Developing of the NSA Integrated Strategic Plan (ISBP) (2027-2030)** for the **Namibia Statistics Agency (NSA)** which could form the basis for future negotiations and ultimately, a contract between you and the *NSA*.

1. The purpose of this assignment is to:

The NSA now requires the services of a reputable external consulting firm that possesses the expertise in Integrated Strategic Business Plan (ISBP) development for the NSA three-year strategic plan (01 April 2027 to 31 March 2030 in line with National Development Plan 6). The integrated Strategic Business Plan will serve as the primary planning, performance management, and accountability instrument for the NSA for the period 2027 -2030.

2. 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]

3. Any request for clarification should be forwarded in writing to the NSA email address: procurement@nsa.org.na. Request for clarifications should be **received 7 days** prior to the deadline set for submission of proposals.

4. 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.

5. Eligibility /Mandatory documents

- 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 agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.
- d) Have a valid certified copy of the company Registration Certificate
- e) Have an original or certified copy of a valid good Standing Tax Certificate (NAMRA)
- f) Have an original valid good Standing Social Security Certificate
- g) Have an original or certified copy good standing certificate from BIPA
- h) Certified copies of all qualifications of the partners in the consulting firm who will be working on the assignment
- i) Certified copy of 3 references letters from previous client on similar assignment (typed on official letterhead signed by the management and stamped)
- j) Certified copies of identity documents of the lead partner and all partners in the consulting firm who will be working on the assignment
- k) Initial all bidding document and it' supporting documents

6. 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: **19 June 2026 @ 11:00AM, Mutual Platz Building, 6958, Post Street Mall, Ground Floor at Reception area.**

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

7. 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.

8. Rights of Public Entity

- (a) Please note that the *NSA* 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.
- (c) Please note that the *NSA* reserves the right to cancel the assignment and the Purchase Order prior to commencement, should it be determined that the services are no longer required.
- (d) Please note that the *NSA* reserves the right to review, validate, and request revisions to any deliverables submitted by the consultant in relation to the 5-year integrated strategic business plan to ensure alignment with institutional objectives, policies, and regulatory requirements.
- (e) Please note that all outputs, reports, and the final 5-year integrated strategic business plan developed under this assignment shall remain the sole property of the *NSA*, and the consultant shall not reproduce, distribute, or use the materials for any other purpose without prior written consent from the *NSA*.

9. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of *three months from 1 July 2026 to 22 September 2026*. 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.

10. 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. The *NSA* will make its best efforts to finalize the agreement within this period.

11. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded in three months (**1 July 2026 to 22 September 2026**), you will be expected to take up/commence with the assignment on **1 July 2026**.

12. Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Namibia; but the *NSA* 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).

13. 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.

14. Conformation 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 10 *days*; and
- (b) further indicate whether or not you will be submitting the proposal.

15. The *NSA* would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,

.....

Signature of 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 a State-owned Enterprise called into being by an Act of Parliament Act No. 9 of 2011 embodying the purpose of providing for the development of the National Statistics System and its components and objectives. Its functions are to constitute the central statistical authority for the State, to collect, produce, analyse, and disseminate official and other statistics in Namibia, and to facilitate the capture, management, maintenance, integration, and distribution of spatial data.

To effectively discharge its mandate, NSA requires a forward looking and result oriented strategic framework for the period 2027-2030. The Strategy shall be aligned to Vision 2030, National Development Plans 6 (NDP6), the African Charter on Statistics and the UN Fundamental Principles of Official Statistics.

Part 2. The Services

NSA seeks to procure the services of a specialized firm with adequate capacity & expertise to undertake the development of the Integrated Business strategic plan (ISBP) as prescribed by the Public Enterprises Governance Act (PEGA). The main objective is to support the organization in developing a comprehensive and actionable strategic plan. The consultant will be expected to:

1. Conduct a situational analysis (internal and external environment using a combination of SWOT, Porter's five forces and PESTLE etc.
2. Review organisational documents and past strategic plans.
3. Stakeholder Consultation: Design and facilitate internal and external stakeholder engagement sessions (workshops, interviews, surveys).
4. Identify strategic direction and priorities comprised of: Vision; Mission, Core Values; Strategic Pillars; Strategic Objectives and initiatives including targets.
5. Develop key performance indicators (KPIs).
6. Conduct a benchmark with other statistical offices within the SADC Region
7. Prepare an implementation plan (including budget estimates where required and NSA will provide the input cost).
8. Facilitate validation workshops with leadership and stakeholders.
9. Develop an implementation strategy including staff requirements, financial requirements and roadmap with clear timelines and responsibilities.
10. Incorporate feedback and finalize the strategic plan document.
11. Ensure alignment of strategic plan with the recent Public Enterprise Governance Act (PEGA) requirements, and Board oversight responsibilities.
12. Develop an organisational risk profile and integrate risk mitigation strategies into the strategic plan.

13. Develop a change management and capacity-building framework to support strategy execution.
14. Incorporate a digital transformation and statistical modernization roadmap.
15. Ensure alignment with recognised corporate governance principles and frameworks.

Part 3. Facilities to be provided by the Public Entity

The consultancy shall be required provide:

1. Inception Report (methodology, work plan, timeline)
2. Situational Analysis Report
3. Stakeholder Consultation Report
4. Draft Integrated Strategic Business Plan (Electronic)
5. Validation Workshop Report
6. Final Integrated Business Strategic Plan (ISBP) Document (including implementation frameworks, roadmaps, Monitoring & Evaluation plan, and electronic as well as hard copy) in the format as prescribed by PEGA.
7. All draft and final deliverables shall meet PEGA guidelines and be subjected to NSA management and Board validation processes.

Part 4. Contract duration and fees

Expected start date shall be **1 July 2026**, and the expected end date shall be 22 September 2026. The contract period shall be three (3) months, from 1 July 2026 to 22 September 2026.

(a) Duration of initial contract

The appointed firm will be expected to complete all the above tasks in three (3) months (i.e. 12 weeks) from the date the contract is awarded.

- Expected start date shall be **1 July 2026**
- The Expected end date shall be **22 September 2026**, “**The contract period shall be three (3) months, from 1 July 2026 to 22 September 2026**”.
- Key milestones and deadlines should be clearly outlined

(b) Payment

Payment will be made in tranches upon satisfactory completion of deliverables: “Payment shall be made upon acceptance and approval of each deliverable.”

1. 10% upon submission of inception report (to be submitted by **30 July 2026** at 12h00noon).
2. 40% upon submission of 1st draft ISBP plan (to be submitted by **17 August 2026** at 12h00 noon).
3. 50% upon approval of final ISBP plan (to be submitted by **22 September 2026** at 16h00).

Part 5. Deliverables

The consultancy is expected to deliver:

1. **Inception Report** (methodology, work plan, timeline)
2. **Situational Analysis Report**
3. **Stakeholder Consultation Report**
4. **Draft Integrated Strategic Business Plan** (Electronic)
5. **Validation Workshop Report**
6. **Final Integrated Business Strategic Plan (ISBP) Document** (including implementation frameworks, roadmaps, Monitoring & Evaluation plan, and electronic as well as hard copy) in the format as prescribed by PEGA.
7. All draft and final deliverables shall meet PEGA guidelines and be subjected to NSA management and Board validation processes.

Evaluation Criteria process

Evaluation Mandatory requirements.

| # | Mandatory requirements | YES | NO |
|----|--|-----|----|
| 1 | A valid company registration certificate | | |
| 2 | A valid original or certified copy of social security Good Standing Certificate. | | |
| 3 | A valid original or certified copy of Tax Good standing Certificate. | | |
| 4 | A valid certified copy of the Affirmative Action Compliance Certificate. | | |
| 5 | Have an original or certified copy good standing certificate from BIPA | | |
| 6 | Certified copy of a Namibian identification for shareholders or individual consultant | | |
| 7 | Certified copies of all qualifications of the partners in the consulting firm who will be working on the assignment. | | |
| 8 | Certified copy of 3 references letters from previous client on similar assignment on official letterhead signed by the management and stamped. | | |
| 9 | Certified copies of identity documents of the partners in the consulting firm who will be working on the assignment. | | |
| 10 | Initial all bidding documents and it is supporting document. | | |

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 70% | Score (0-70) | Weighted Score |
|---|--|------------|--------------|----------------|
| Academic Qualifications | The lead consultant must possess a master's degree (NQF:9) in business administration, strategic management, or related field. A PhD in strategy management or a DBA will be an added advantage. | 15 | | |
| Knowledge / expertise in developing ISBP | Proven track record of success and expert knowledge developing ISBP for public enterprises. | 5 | | |
| Reference letter | Detailed reference letter indicating the scope and magnitude of similar assignments carried out, that can be contacted to verify professional work standing | 10 | | |
| Relevant Work Experience | Detailed relevant work experience in developing ISBP for public enterprises. A minimum of three previous relevant ISBP successfully completed. | 15 | | |
| Work Plan | Detailed work plan as well as an | 5 | | |

| | | | | |
|--|---|------------|--|--|
| and Timelines | implementation plan indicating the start date and end date with timelines. | | | |
| Lead Consultant & project team CV's | Detailed Curriculum Vitae for the lead consultant as well as for the project team working with the lead consultant. | 10 | | |
| Deliverables Quality | Detailed deliverable plan as per the deliverable outlined in the terms of reference. | 10 | | |
| TOTAL | | 70% | | |

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

Note: Only bidders scoring **65% or above** will proceed to the financial evaluation stage.

NB: Only consultants scoring 65% or more will be considered for the financial evaluation

1. 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 with 30% scoring.

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 negotiations with the successful consultant.

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 two 2. of copies to be submitted.**

Contract Negotiations

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

Review of reports

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

BID SUBMISSION FORM

From: _____

To: _____

Hiring of Consultancy Services for *Developing of the NSA Integrated Strategic Business Plan (2027-2030)*

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 |
|-------|--------------------|-----------------|----------------------------|-----------------|----------------------|--------------------|---|
| | | | | | | | |
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| | | | | | | | |
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| | | | | | | | |
| | | | | | | | |

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 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