



Request for Proposal for Consultancy Services to Develop a White Paper on the National Digital Addressing System for Namibia

Procurement Reference No: SC/RP/NSA-04/2026

Bidder's Name: _____

Physical Address: _____

Tel/Cell No: _____

Contact Person: _____

E-mail: _____

Issued Date: 28 September 2026

Closing Date: 20 October 2026 @ 11:00

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 or Madam,

Subject: Request for Proposal for Consultant to Develop a White Paper on the National Digital Addressing System for Namibia

1. You are hereby invited to submit technical and financial proposals for consultancy services required under the Request for Proposal for a consultant to **Develop a White Paper on the National Digital Addressing System for Namibia**. These proposals may form the basis for future negotiations and, ultimately, a contract between you and the NSA.
2. The purpose of this assignment is to;
 - a) Develop a white paper on addressing system for Namibia
3. The following documents are enclosed to aid in the drafting of the 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 NSA at procurement@nsa.org.na. Requests for clarification should be received on or before 5 **October 2026**.
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 visit the website of the Procurement Policy Office: www.mof.gov.na/procurement-policy-unit to acquaint themselves with the legislation governing 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 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 **20 October 2026** NSA Head Office, **Mutual Platz Building, 6958 Post Street Mall, Ground floor, before 11:00Am**. Proposals should **not** be forwarded by electronic mail. The international consultants, allowed to email at procurement@nsa.org.na.

8. Deciding Award of Contract

The qualifications and experience of the consultants shall be the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70% for Technical Proposals and 30% for financial proposals. Proposals from consultants should score at least 70% marks for the Technical Proposals to be retained for further consideration. Only consultants who achieve a total of 70% on the overall assessment will be eligible for consideration for the assignment.

In accordance with Section 35 (9) of the Namibian Public Procurement Act of 2015, negotiations may be conducted with the successful supplier concerning the request for proposal, the scope of the services proposed, deliverables, progress reports, detailed cost breakdown, and any other relevant factors necessary for evaluating the feasibility of the proposals. Furthermore, pursuant to Section 35(11), should negotiations fail to produce an acceptable contract, the Namibia Statistics Agency will notify the bidder and proceed to the next-ranked bidder, and so forth.

9. Rights of a Public Entity

- (a) Please note that the *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 contracting, 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 **90 days from the date of contract signing**. The Consultant must base the financial proposal on these timelines, giving a detailed monthly activity breakdown as considered necessary to undertake the assignment. The period to be spent in Namibia and outside Namibia should be indicated. The rate proposed in the submission will be applied in the event the duration of the assignment is to be extended.

11. Validity of Proposal

All proposals must be valid for **180 days** from the deadline for submission of proposals, during which period the consultant will maintain, without change, the proposed cost. The Namibia Statistics Agency will endeavour to finalise the contracting process in the shortest time possible.

12. Commencement date of Assignment

The assignment is expected to commence on **01 November 2026 to 31 January 2027**.

13. Tax Liability

Please note that remuneration received 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 carrying out this assignment;
- (b) equipment, materials, and supplies brought into Namibia to carry out the assignment, provided they are subsequently withdrawn; (This clause only applies to foreign Consultants). and
- (c) property brought in for the Consultant's personal use provided the property is subsequently withdrawn. (This clause only applies 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. The Namibia Statistics Agency would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,



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 FOR THE CONSULTANCY TO DEVELOP A WHITE PAPER ON THE NATIONAL DIGITAL ADDRESSING SYSTEM FOR NAMIBIA

September 2026

1. Background

The Namibia Statistics Agency (NSA), as the coordinator of the National Spatial Data Infrastructure (NSDI), plays a central role in the production, coordination, and dissemination of spatial and statistical data to support national development planning and decision-making.

In line with Namibia's digital transformation agenda and the need for integrated national registers, the Government has identified the development of a National Digital Addressing System (NDAS) as a strategic priority. A functional digital addressing system will enable:

- Improved service delivery (e.g., emergency services, utilities, postal services)
- Integration of national registers (population, land, housing, business)
- Enhanced planning, taxation, and governance
- Strengthened digital economy and financial inclusion

Following recent stakeholder engagements, including international benchmarking, there is a need to consolidate insights into a policy-oriented White Paper that will guide the design, governance, financing, and implementation of the system.

2. Current Status

Namibia currently faces significant challenges due to the absence of a unified and standardized digital addressing system. Addressing practices remain fragmented across Local Authorities, with no national policy or legal framework to guide implementation, resulting in inconsistent formats and unclear institutional responsibilities. This has led to poor integration of key national systems such as population, land, housing, and utility databases, while a large portion of the population, particularly in informal settlements and rural areas, remains without formal addresses.

In many rural areas, development is often undocumented, where houses and other properties are constructed without being recorded in government or related systems, resulting in their exclusion from any existing address frame. Despite strong investments in geospatial infrastructure under the Namibia Statistics Agency and the National Spatial Data Infrastructure, these resources are not yet leveraged to support a cohesive addressing system, limiting their full potential.

The development of a White Paper is therefore essential to provide a clear national vision, policy direction, and implementation framework for a Digital Addressing System in Namibia. It will define institutional roles, establish legal, policy, and technical standards, and enable the integration of national registers, ultimately improving service delivery, planning, and data-driven decision-making. Furthermore, it will support inclusion by extending addressing coverage to underserved areas, enhance economic participation through better logistics and digital services, and ensure that existing geospatial investments are effectively utilized within a coordinated and sustainable national framework.

3. Scope of Work

The consultancy will be undertaken in two main phases, which may overlap as follows:

Phase 1: Situational Analysis and Benchmarking

Phase 2: Development of the White Paper

3.1 Situational Analysis and Benchmarking

The consultant will be required to develop a comprehensive assessment framework that will be used to evaluate the current addressing landscape and institutional readiness for the development of a National Digital Addressing System in Namibia. Therefore, the consultant will:

- Conduct an assessment of the current addressing landscape in Namibia, including:
 - Existing addressing practices across the country (urban and rural areas),
 - Institutional roles and mandates
 - Legal and policy frameworks
 - Service access (How do we access services)
 - Data availability (cadastre, buildings, population, land use)
 - Data governance (e.g. built across four national databses i.e Tax, population, business and cadaster)
- Assess the extent and implications of undocumented rural development, where houses and other properties are constructed without being recorded in government or related systems, resulting in their exclusion from existing address frames. This should include identifying gaps in coverage, challenges for service delivery and planning, and potential approaches for systematically capturing and integrating such developments into a national addressing system.
- Review existing initiatives and systems, including business, population, NSDI, NHIS, and tax related registers
- Identify gaps, challenges, and opportunities and assess political will for developing an addressing system
- Conduct a comparative analysis of international best practices, including:
 - Africa
 - Europe
 - Other relevant global models
- Assess readiness for implementation, including technical, institutional, and financial aspects

The consultant will produce a comprehensive and concise Situational Analysis and Benchmarking Report that provides a detailed, evidence-based assessment of Namibia's current addressing landscape and readiness for a National Digital Addressing System.

3.2 Development of the White Paper

The consultant will develop a policy-oriented White Paper in a consultative manner with the following key components:

1. Vision and Strategic Objectives

- National vision for digital addressing
- Strategic goals aligned with national development frameworks and vision.

2. Institutional and Governance Framework

- Roles and responsibilities of key stakeholders
- Proposed governance structure (e.g., committees, regulatory bodies)
- Coordination mechanisms

3. Legal, Policy and Regulatory Framework

- Required legislative reforms
- Issues of copyright
- Regulatory framework (proposed)
- Data protection and privacy considerations
- Standards and compliance requirements

4. Technical Architecture

- System design (centralized vs decentralised)
- Technical Infrastructure arrangements
- Technical feasibility
- Alignment to international and national standards e.g. Universal Postal Union standard S42, ISO 19160, ISO 19000 series,
- Integration with national registers (population, land, buildings)
- Data standards and interoperability (aligned with NSDI and other existing laws)

5. Implementation Strategy/Roadmap

- Full vs Phased out approach
- Priority areas (urban, informal settlements, rural areas)
- Capacity building and training

6. Financing and Sustainability Model

- Cost estimates
- Funding options (government, development partners, PPPs)
- Revenue models (e.g., API access, verification services)

7. Stakeholder Engagement Strategy

- Public awareness and adoption strategy
- Private sector participation

8. Monitoring and Evaluation Framework

- Key performance indicators (KPIs)
- Reporting mechanisms

9. Risk Analysis and Mitigation Measures

Specific activities of the Consultant will include the following:

- Hold inception meeting with the committee members.
- Refine methodology, workplan, and stakeholder engagement approach
- Conduct desktop review of policies, legislation, and existing systems (NSDI, NHIS, etc.)
- Assess current addressing practices and institutional arrangements
- Analyse availability and quality of spatial and administrative data
- Assess undocumented rural and informal developments and their exclusion from existing address frames.
- Conduct stakeholder mapping and consultations (interviews, workshops, focus groups)
- Engage Policy Makers, Local Authorities, Ministries, private sector, and development partners

- Document stakeholder inputs and consensus areas.
- Conduct comparative analysis of international digital addressing systems (e.g., Ghana and others)
- Identify best practices and assess applicability to Namibia.
- Develop the structure and framework of the White Paper.
- Draft key components including:
 - Vision and strategic objectives
 - Governance and institutional framework
 - Legal and regulatory considerations
 - Technical architecture
 - Implementation roadmap
 - Financing and sustainability model
- Facilitate technical and policy validation workshops
- Present draft findings and proposals
- Collect and document stakeholder feedback
- Incorporate stakeholder feedback
- Finalize the White Paper for policy consideration
- Prepare executive summary and presentation materials

4. Applicability of the Digital Addressing System

The proposed National Digital Addressing System will apply to all government institutions and relevant stakeholders involved in the creation, management, and use of location-based information, including Local Authorities, utilities, service providers, and private sector entities. As a cross-cutting national system, it is envisaged to integrate multiple datasets such as population, land, housing, infrastructure, and service delivery information, making it inherently multi-sectoral in nature.

Given this broad applicability, the development of the Digital Addressing System requires a holistic and coordinated approach, ensuring alignment across institutional, technical, and policy domains. It is therefore essential that all key stakeholders are consulted and contribute policy

and technical input and participate in the design and validation process to ensure that the system is inclusive, interoperable, and responsive to national development needs and priorities.

5. Deliverables

The consultant will be expected to deliver the following:

- Inception Report (including methodology, workplan, stakeholder mapping, and timelines)
- First draft White Paper (Including Stakeholder Consultation Report that include key findings and inputs and Situational Analysis, Benchmarking and Best Practice Report)
- Draft White Paper for validation
- Validation Workshop Reports (including stakeholder inputs and resolutions)
- Final White Paper (ready for Cabinet/Ministerial submission)
- High level Presentation of findings
- A High-Quality Presentation Document of the White Paper.

6. Timeline

The consultant or firm will be hired for a duration of **90 working days**, starting from the date of signing the consultancy contract.

7. Payment and costs

The cost of this consultancy should be incorporated in the expression of interest, quoted in *Namibian dollars including all costs*. Payments will be made within 30 days upon approval by the committee.

8. Qualifications and experience

The consultant or firm must possess the following qualifications and experience relevant to the development of a White Paper on a National Digital Addressing System:

- Lead consultant must possess a minimum of a Master's Degree. A Phd will be an added advantage

- Competency areas:
 - Geo-Informatics/Geographic Information Science, Urban and Regional Planning, Digital Transformation, Information Communication Technology (ICT), Business Management, Public Policy, Land Administration, or a related field.
 - GIS, and public policy. Core competence areas encompass spatial data management, ICT enterprise architecture, regulatory framework design, cybersecurity, and stakeholder change management to ensure widespread governmental adoption.
- Demonstrated experience in digital addressing systems, geospatial information systems, national registers, development and management and policy formulation or similar work,.
- Proven experience in policy development, strategy formulation, or preparation of high-level policy documents (e.g., White Papers, national strategies).
- Strong analytical skills with the ability to synthesize complex information, draw practical conclusions, and develop actionable recommendations, as well as produce high-quality reports within set timelines.
- Sound knowledge and understanding of:
 - Development and implementation of national digital addressing systems or similar large-scale data systems
 - Institutional coordination and governance frameworks in multi-sectoral environments
 - Geospatial data management and integration, particularly within a national context

- Familiarity with the Namibian institutional, legal, and spatial data environment will be a distinct advantage.
- Proven ability to work independently and collaboratively with diverse stakeholders, including government, private sector, and development partners.
- Excellent English writing, communication, and presentation skills, with the ability to engage both technical and non-technical audiences.

9. Key Competencies

The consultant or firm must have proven competencies in the following areas:

- Communication
- Team work
- Leadership
- Planning and organizing
- Time management
- Technological awareness

10. Submission of Application

Applications must reach NSA not later than **20 October 2026 at 11:00**. Applications and any enquiries regarding this consultancy should be submitted **physically delivered at the help desk on the Ground Floor into the Bid Box, NSA Head Office, Post Street Mall, Mutual Plaza House, Windhoek. Only the International bidders allowed to submit the bid via email address; procurement@nsa.org.na**

The technical proposal should contain an application letter detailing the consultant's availability, experience, expected key milestones and a CV containing references of similar work previously completed. The financial proposal must be sealed in a separate envelope or document. Notice that supporting documentation might be requested from applicants. Also note that no documents will be returned and only the successful applicant will be notified.

END

Annexure – 2

EVALUATION CRITERIA

1. MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

No	Mandatory Requirements	Yes	No
1	A certified copy of the company Registration Certificate		
2	A valid original or certified copy of a Good Standing Tax Certificate (NAMRA)		
3	A valid original or certified copy of a good Standing Social Security Certificate		
4	A valid original or certified copy of good Standing BIPA		
5	Certified copies of relevant qualifications for the consultants. All foreign qualifications must be accompanied by an NQA evaluation certificate.		
6	CVs with detailed related experience for consultants		
7	Certified copy of a Namibian identification for shareholders Certified copy of a Namibian identification for the lead consultant and other consultants		
8	Company profile outlines all related projects worked on in the last five (5) years (relevant to the development of a white paper on a National Addressing System)		
9	3 reference letters on reputable company's letterhead.		
10	Submitted one original and two (2) copies .		
11	Proficiency in English		
12	Proof of Regional experience in Africa on developing addressing systems.		
13	Where a Namibian bidder partners with an international/foreign entity, the bidder must submit a duly signed Joint Venture (JV) or Partnership Agreement clearly defining the roles, responsibilities and scope of service of each party. The agreement must provide for meaningful local participation, and at least 60% of the key personnel/employees engaged in the execution of the contract shall be Namibian citizens , where applicable. The partnership agreement must remain valid for the duration of the contract.		

Local Consultants/ Bidders:

Local bidders who fail to comply with any of the eligibility evaluation requirements stated above shall be disqualified from the evaluation process and will not be considered for further evaluation.

Note: all copies must be certified by the Commissioner of Oath appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963). All mandatory documents must be **valid at the deadline for submission of the Proposal**.

2. TECHNICAL EVALUATIONS (MINIMUM 70% REQUIRED FOR FINANCIAL EVALUATION)

Deliverables	Weight	Criteria	Score
Timeline	5	The bidder shall submit a detailed work programmer/timeline demonstrating how the works will be completed within 90 working days. The programme shall clearly indicate the key activities, sequence of works, milestones, and proposed completion dates.	5
Reference Letters	25	The bidder shall submit 3 reference letters demonstrating previous experience in assignments relevant to the development of a White Paper on a National Addressing System or similar policy, strategy, regulatory, or national addressing framework development.	18
		The reference letters must clearly indicate the nature and scope of the assignment, and satisfactory completion of the services.	
		2 relevant reference letters or more	7
Relevant Qualifications for the lead consultant	25	Master's degree (NQF Level 9) in Geo-Informatics/Geographic Information Science, Urban and Regional Planning, Digital Transformation, Information Communication Technology (ICT), Public Policy, Land Administration, or a related field	18
		A Diploma/Degree in Geo-Informatics/Geographic Information Science, Urban and Regional Planning, Digital Transformation, Information Communication Technology (ICT), Public Policy, Land Administration, or a related field	7
Company profile	25	Relevant Experience (3-5 years): The bidder shall submit a comprehensive company profile demonstrating the firm's capacity and suitability to undertake the assignment. The profile should include the company's background, core business activities, relevant areas of expertise, years of experience, organisational structure, and experience in similar or related assignments.	10
		Relevant Experience (5+ Years) The bidder shall submit a comprehensive company profile demonstrating the firm's capacity and suitability to undertake the assignment. The profile should include the company's background, core business activities, relevant areas of expertise, years of experience, organisational structure, and experience in similar or related assignments.	15

Deliverables	Weight	Criteria	Score
Lead Consultant CV	20		
		Adequate Experience (3-5 years): The Lead Consultant has 5–6 years of relevant work experience in Geo-Informatics/Geographic Information Science, Urban and Regional Planning, Digital Transformation, Information Communication Technology (ICT), Public Policy, Land Administration, or a related field. GIS, and public policy. Core competence areas encompass spatial data management, ICT enterprise architecture, regulatory framework design, cybersecurity, and stakeholder change management to ensure widespread governmental adoption.	5
		Extensive Experience (5+ years): The Lead Consultant has more than seven (7) years of relevant work experience and comprehensive understanding of Geo-Informatics/Geographic Information Science, Urban and Regional Planning, Digital Transformation, Information Communication Technology (ICT), Public Policy, Land Administration, or a related field. GIS, and public policy. Proven Core competence areas encompass spatial data management, ICT enterprise architecture, regulatory framework design, cybersecurity, and stakeholder change management to ensure widespread governmental adoption.	15

NB: CONSULTANT SCORING 70% OR MORE WILL BE CONSIDERED FOR FINANCIAL EVALUATION.

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 way the Consultant plans 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
 - (i) The financial proposals should be given in the form of a summary of the Contract estimate (Form F- 4)
 - (ii) The financial proposal must be submitted in a separate envelope.
2. The proposals shall be submitted in **one original** and **two (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 the 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 the reporting schedule as proposed in the TOR.
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 Regional Profile Report writing consultancy.

I/We —————herewith enclose Technical and Financial Proposals for selection as consultant for the Namibia Statistics Agency.

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 CONSULTANTS

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: _____

***Kindly indicate who the lead consultant is.**

FORM F-3**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING LAST 5 YEARS**

1. Outline of recent experience on assignments of similar nature:

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/reference letters 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 Diem³ :	Room charge	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
(b) Air fare					_____
(c) Lump Sum Miscellaneous Expenses⁴ :					_____
					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.

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 *[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 increase or decrease 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 authorised 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