Request for Proposal for Job Description Review, Evaluation, and Grading Services

Procurement No: SC/RP/NSA-03/2026

Bidder'sName:_____

Physical Address:_____

Tel/Cell No:_____

Contract Person:_____

E-Mail:_____

Total Bid Amount VAT Incl:_____

Issued Date: 14 October 2026

Closing Date: 30 October 2026 @ 11:00

To be deposited in the bid box located at the Namibia Statistics Agency, Mutual Platz Building, 6958, Post Street Mall, Ground Floor, at the Reception area.

Tel: +26461 4313200, P.O. Box. 2133 Windhoek, FGI House, Post Street Mall

REQUEST FOR PROPOSAL: LETTER OF INVITATION

To whom it may concern,

Subject: ***Request for Proposal for Job Description Review, Evaluation, and Grading Services***

1. You are hereby invited to submit technical and financial proposals for consultancy services required under the Provision of Job description review, evaluation, and grading services for the Namibia Statistics Agency (NSA), which could serve as the basis for future negotiations and, ultimately, a contract between you and the NSA.

2. The purpose of this assignment is to:

   (a) (a) Review approximately 132 job descriptions across different departments and levels.
   (b) (b) Align job descriptions with the organisation's strategic plan, operational needs, and best practices.
   (c) Conduct consultations with key stakeholders to validate job roles and responsibilities.
   Assess and advise on suitable job grading and classification using the Paterson Job Grading System/Framework. Create and implement a fair, transparent, and competitive job grading system to promote equitable pay and career advancement.

3. The following documents are enclosed to enable you to submit your proposal:

   (a) the Terms of Reference (TOR) [Annexure 1];
   (b) Evaluation criteria [Annexure 2]
   (c) supplementary information for consultants, including a suggested format of curriculum vitae [Annexure 3]; and
   (d) a sample format of the Service Contract under which the service will be performed [Annexure 4]

4. Any request for clarification should be submitted in writing to the Namibia Statistics Agency, Mutual Platz Building, 6958, Post Street Mall. Requests for clarification must be received at least 7 days before the proposal submission deadline.

5. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in the procurement in Namibia observe the highest standard of ethics during the procurement process and execution of contracts.

   Consultants are advised to consult the website of the Procurement Policy Office: **www.mof.gov.na/procurement-policy-unit** to acquaint themselves with the legislation 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.

(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

(i) Certified copy of 3 reference letters from previous clients on similar assignment (typed on official letterhead signed by the management)

(j) Certified copy of a Namibian identification for shareholders or individual consultants

(k) Project consultant's curriculum vitae

(l) The Consultant profile should have the following:

- Five (5) years of experience performed in similar assignments with three projects completed. Indicate date of Commencement and date of completion.
- The lead consultant should possess a master's degree (NQF Level 9) in Human Resources, Organisational Development, Psychology or People Management.
- Paterson Job Evaluation certificate will be an added advantage.
- All foreign qualifications must be accompanied by an NQA evaluation certificate.
- The reference letters must be related to Paterson's job description drafting, reviewing and grading/evaluation.
- Detailed Curriculum Vitae of the lead consultant intended to work on this project.

7. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in two separate envelopes, namely Technical and Financial proposal, and should follow the form given in annexure 2 - "Supplementary Information for Consultants". The proposals must be deposited into the bid box on or before: **30 October 2026 at 11 AM**. The **proposals shall be submitted in one original and two (2) copies**. **To be deposited in the bid box located at Namibia Statistics Agency, Mutual Platz Building, Post Street Mall, Ground Floor at Reception area.**

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

8. Deciding Award of Contract

Qualification and experience of the consultants shall be considered as the paramount requirement. The proposals will be evaluated on the basis of a maximum of 70 marks for Technical Proposals and 30 marks for Financial Proposals. Proposals from consultants should score at least 70 marks for the Technical Proposals to be retained for further consideration.

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 judge the reasonableness of your price proposals.

9. Rights of a Public Entity

(a) Please note that the Namibia Statistics Agency is 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 twenty-four ***(24) months***. You should base your financial proposal on these figures, giving an indication of man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in the 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 ***180 days*** from the deadline for submission of proposals during which period you will maintain, without change, your proposed price. The *Namibia Statistics Agency* will make its best efforts to finalise the agreement within this period.

12. Commencement date of Assignment

Assuming that the contract can be satisfactorily concluded on **11 December *2028***, you will be expected to take up/commence with the assignment in ***8 December 2026***.

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 *NSA* shall pay directly or reimburse the taxes, duties, fees, levies and their impositions in Namibia related to (where applicable):

(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. Conformation of Invitation to submit proposal

We should appreciate if you would inform us by email procurement@nsa.org.na.:

(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,

Secretary to the Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.
Annexure 2: Evaluation criteria
Annexure 3: Supplementary Information to Consultant.
Annexure 4: Draft contract under which service will be performed.

Namibia Statistics Agency

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

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

www.nsa.org.na

Annexure – 1

TERMS OF REFERENCE FOR JOB DESCRIPTION REVIEW, EVALUATION, AND GRADING SERVICES

1. Background

The Namibia Statistics Agency (NSA) collects and compiles a wide range of data for its ongoing work to inform development planning and decision-making in the country, as mandated by the Statistics Act (No. 9 of 2011).

To ensure fair, consistent, and transparent job evaluation and grading, NSA aims to engage a qualified Job Evaluation Consultant to review, assess, and update its job grading framework in accordance with best industry practices and strategic objectives, using the Paterson Job Evaluation System. This initiative is part of a broader strategic review of our human capital structures to ensure alignment with operational goals. A key aspect of this review is implementing a robust and fair job evaluation process to address disparities and ensure proper role grading.

2. The Services

The primary objective of this consultancy are to :

- Review and evaluate existing job descriptions for accuracy, relevance, and alignment with organisational objectives using the Paterson Job Grading System.
- Recommend updates and improvements to ensure clarity in roles, responsibilities, and competencies required.
- Develop and implement a fair and transparent job grading system to support equitable remuneration and career progression.

Board of Directors
Mr. Salomo Hei (Chairperson), Ms. Ndiyakupi Nghituwamata (Vice-Chairperson), Ms. Julia Muetudhana, Ms. Damoline Muruko, Mr. Victor Nghifindaka, Mr. Justus Tjituka, Mr. Alex Shimuafeni (Statistician-General & *CEO)* and Ms. Ruusa Shipiki (*Company Secretary*)

3. The Scope

The successful consultant will be expected to:

- Conducting an in-depth review of the current +-132 job descriptions across organisational levels.
- Align job descriptions with the organisation's strategic plan, operational needs, and best practices.
- Conduct consultations with key stakeholders to validate job roles and responsibilities.
- Evaluate and recommend appropriate job grading and classification based on the Paterson Job Grading System/Framework.
- Facilitate workshops and training sessions for the job grading and evaluation committee on the revised job grading process and ongoing maintenance of job descriptions.
- Provide detailed reports with findings and recommendations.

4. Deliverables

The consultant will deliver:

- An evaluation report of the current job descriptions, including gaps and areas for improvement.
- A comprehensive Paterson job grading framework tailored to the organization's needs.
- Updated job grading matrix based on the Paterson System.
- Training materials for the job grading and evaluation committee.
- A final report documenting the process, outcomes, and recommendations for future reference.
- A user-friendly manual for maintaining job evaluation structures.
- Presentation of findings to executive management.
- Final job grading structure which must be approved by the board.

- **Facilities to be provided by NSA**
  - Office space (if required).
  - Access to necessary documentation and key personnel for consultation.

5. Timeline

The consultancy engagement is expected to run for twenty-four (24) months, from the **8th of December 2026 to the 11th of December 2028.** Below is a guideline for the deliverables and milestones.

Deliverable	Timeline
Inception Report & Work Plan	Month 1
Stakeholder Consultations & Data Collection	Month 2-4
Draft Reviewed Job Descriptions & Grading Structure	Month 5-8
Validation Workshops and appeals	Month 9-12
Final Report & Implementation Guidelines	Month 13-17
Ongoing consultations	Month 18-24

A final detailed timeline with milestones will be agreed upon in collaboration with the successful consultant.

6. Qualifications and experience

To be eligible to participate in this Quotation exercise, the consulting firm should have:

- Five (5) years of experience performed in similar assignments with three projects completed.
- Provide three (3) references letters endorsing the consulting firm, each issued on the official reputable companies' letterhead.
- The lead consultant should possess a master's degree (NQF Level 9) in Human Resources, Organisational Development, Psychology or People Management.
- Paterson Job Evaluation certificate will be an added advantage.
- All foreign qualifications must be accompanied by an NQA evaluation certificate.
- Submit the consulting firm's profile highlighting relevant experience over the five (5) years, with a focus on job evaluation and grading projects. Please see form-F3 for the format guidance.

- 5+ years of experience in HR consulting, with a focus on job description drafting, review and grading/evaluation for both the consultant firm and lead consultant.
- The reference letters must be related to Paterson job description drafting, review and grading/evaluation.
- Detailed Curriculum Vitae of the lead consultant intended to work on this project

7. Mandatory Required Documents

- Company Registration Certificate (certified copy).
- Good Standing Tax Certificate (NAMRA) (original or certified copy).
- Social Security Good Standing Certificate (original or certified copy).
- Good Standing BIPA Certificate (original or certified copy).
- Certified copies of lead consultant qualifications
- 3 references letters on reputable company's letterhead.
- Certified copy of a Namibian identification for shareholders
- Project lead consultant's curriculum vitae
- Consultant firm's profile in accordance with Form-F3

8. Reporting and Accountability

The consultant will report to the Executive Human Capital, providing regular updates and seeking approval at critical stages of the project.

9. Submission of Proposals

Interested consultants should submit a proposal that includes:

1. A company profile detailing relevant experience and approach to the assignment.
2. A detailed work plan, including timelines and methodologies.
3. A financial proposal with a breakdown of costs.
4. CVs or profiles of the consultant(s).

10. Contract duration and fees.

(a) Duration of initial contract

The project is anticipated to be completed within **twenty-four (24) months**.

(b) Payment

Payments will be made based on milestone completion and can be negotiated with the successful consultant: **Penalties** will apply for **non-compliance with agreed timelines**.

11. Confidentiality and Data Protection

- The consultant must sign a Non-Disclosure Agreement (NDA) before commencing work.
- All job evaluation reports, frameworks, and grading documentation produced under this contract will remain the intellectual property of NSA.

12. Submission of application

Interested consultants should submit two separate envelopes, technical and financial proposals, clearly marked with the Procurement Reference Number: **SC/RP/NSA-03/2026** and consultant details on the back of the envelope on or before **Friday 30th October 2026, 11h00 am**, at the following address:

Namibia Statistics Agency

Mutual Platz Building, 6958, Post Mall

Ground floor.

NB: No late submission will be accepted.

Enquiries can be directed to procurement@nsa.org.na**.**

Annexure – 2

EVALUATION CRITERIA

1. MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

No	Mandatory Requirements	Yes	No
1	a valid certified copy of the company Registration Certificate		
2	A valid original or certified copy of good Standing Tax Certificate (NAMRA)		
3	A valid original or certified copy of 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	CV's with detailed related experience for consultants		
7	Certified copy of a Namibian identification for shareholders		
8	Company profile outlining all related projects worked in the last five (5) years		
9	3 references letters on reputable company's letterhead.		

Bidders who do not comply with any of the above eligibility evaluation requirement(s) will be disqualified from the entire evaluation process and will not be considered further.

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
Proposed Methodology and Work Plan	20	**Unacceptable**: The methodology does not address the project's objectives and scope effectively, with little or no alignment. The work plan is unrealistic, vague, or not relevant to project needs.	0
		Poor: The methodology poorly aligns with the project's objectives and scope, with major inconsistencies. The work plan lacks clarity or seems impractical, with significant gaps in resource planning or timeline.	4
		Adequate: The methodology addresses the project's objectives and scope, but with significant gaps or unclear sections. The work plan has some alignment but may lack detail or feasibility in certain areas.	6
		Good: The methodology aligns with the project's objectives, with minor gaps or room for improvement. The work plan is mostly clear, feasible, and well-organized, but some aspects may require further refinement.	10
		Excellent: The methodology is fully aligned with the project's objectives, scope, and requirements, and demonstrates a high level of feasibility, industry knowledge, and risk management strategies. The work plan is practical, clear, and well-structured with appropriate resource allocation	**20**
3 Reference letters of related to Paterson job description drafting, review and grading/evaluation on the letterheads of client	10	less than 3 letters or no relevant experience	0
		3 relevant reference letters or more	**10**
Relevant Qualifications for the lead consultant	25		
		A master's qualification in Human Resources Management, Industrial Psychology and/or Organizational Development (NQF 9) or People Management.	**22**
		Paterson Job Evaluation certificate will be an added advantage	**3**
Company profile	5	**Limited or Irrelevant Experience (Less than 5 years):** The company profile is either missing or irrelevant to Paterson job description drafting, reviewing, and grading/evaluation. It does not demonstrate experience in these areas, or it includes unrelated project experience. The company has less than five years of relevant consultancy experience in Paterson job	0

		grading and evaluation.	
		Adequate Experience (5-6 years): The company profile is relevant and clearly demonstrates the consultant's capabilities in Paterson job description drafting, review, and grading/evaluation. With 5-6 years of experience, the consultant shows a solid understanding of the processes and methodologies related to job evaluation and grading.	2
		Extensive and Highly Relevant Experience (7+ years): The company profile is highly relevant, offering detailed insights into the consultant's expertise in Paterson job description drafting, reviewing, and grading/evaluation. With over 7 years of experience in these specific areas, the consultant demonstrates a high level of professionalism and a proven track record of success in similar projects.	**5**
Lead Consultant cv	10	**No CV or Irrelevant Experience:** No CV has been provided, or the lead consultant lacks relevant work/project experience in Paterson job description drafting, review, and grading/evaluation.	0
		Adequate Experience (5-6 years): The lead consultant has 5-6 years of relevant work experience in Paterson job description drafting, review, and grading/evaluation, demonstrating a solid understanding of the processes and methodologies involved.	5
		Extensive Experience (7+ years): The lead consultant has more than 7 years of relevant work experience in Paterson job description drafting, review, and grading/evaluation, showcasing deep expertise and a proven track record of successful project delivery.	**10**

NB: CONSULTANT SCORING 65% OR MORE WILL BE CONSIDERED FOR FINANCIAL EVALUATION.

3. FINANCIAL EVALUATION

The financial proposal must be submitted in a separate envelope.

The consultant must submit a detailed financial proposal itemizing the following per job description on the quotations:

1. Job description reviews and evaluation/grading
2. Job description categories: Executive, Management and all other operational staff
3. Training and workshops for the job grading and evaluation committee
4. Appeal on outcome

Consultant proposals 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 - 3

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) 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 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 reporting schedule.

2. Once these matters have been agreed, financial negotiations will take place and will begin with a discussion of your proposed payment schedule.

Review of reports

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

FORM F-1

BID SUBMISSION FORM

From: _____ To: _____

_____ _____

_____ _____

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

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

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

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORM F-2

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/project	Project Summary: Details of the project/assignment	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.)

FORM F-4

Cost Estimate of Services[1]

Remuneration:

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

Sub-Total (Remuneration) _____

Out-of-Pocket Expenses[2] :

(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, porterage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

Annexure 4

CONTRACT No._____

CONSULTANCY SERVICE CONTRACT

BETWEEN

[INSERT PUBLIC ENTITY NAME]

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 30 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 *t*o do so, provided that the Consultant shall in that event be given a notice of not less than *30* 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: _____ **Date: _____**

FOR THE PUBLIC ENTITY **FOR THE CONSULTANT**

_____ _____

Annex 1 - Terms of Reference
Annex 2 - Contract Amount and method of payment