



NATIONAL ASSEMBLY

REQUEST FOR PROPOSAL

THE PROVISION OF DETAILED TRANSACTION ADVISORY AND FEASIBILITY STUDIES (LEGAL, TECHNICAL, FINANCIAL, ECONOMIC, RISK AND VALUE FOR MONEY ANALYSIS (VFM) FOR THE PARLIAMENT ENTRANCES GUARD HOUSES

Procurement Reference No: NCS/RP/03-02/24/25

National Assembly. Private Bag 13323, Windhoek, Namibia, Tel: 061-2882568,

Email: procurement.na@parliament.na

<i>Company Name:</i>	
<i>Contact Number</i>	
<i>Email Address:</i>	

CLOSING DATE & TIME: 25 APRIL 2025 AT 10H00

07 March 2025

Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam

Subject: the provision of detailed transaction advisory and feasibility studies (legal, technical, financial, economic, risk and VFM) for the parliament entrances guard houses, with an assignment value of not more than N\$ 5,000,000.00. The price comprises of the following; design, documentation and supervision of the actual construction.

You are hereby invited to submit technical and financial proposals for consultancy services required under the provision of consultancy for the design, documentation and construction supervision of the parliament entrance guard houses for the Parliament which could form the basis for future negotiations and ultimately, a contract between you and National Assembly.

1. The purpose of this assignment is to:

- Stage 1 : Concept development , Pre-feasibility, pre-appraisal
- Stage 2 : Full feasibility and appraise;
- Stage 3 : Design; Document; Procurement
- Stage 4 : Supervise the construction of the Parliament Entrance Guard Houses

The consultant's fee should be divided into four stages, with the client having the right to terminate the project at any stage if it is deemed unfeasible.

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:

Key Team Experts

- i. A Project Manager (Lead)**
- ii. A Quantity Surveyor (QS)**
- iii. Engineers (Civil, Mechanical, Electrical)**
- iv. An architect**
- v. An Economist**
- vi. A Financial specialist**
- vii. A Legal specialist**

, including a suggested format of curriculum vitae, that include prior experience in similar roles
[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 Public Entity Emilia Alweendo the Procurement Management Unit National assembly email: procurement.na@parliament.na. Request for clarifications should be received 14 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

- (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)
 - I. Have a valid company Registration Certificate, or certified copy certified by the Commissioner of Oath appointed in terms of the justices of the peace and Commissioner of Oath Act 1963 (Act of no.16 of 1963);
 - II. Have an original valid good Standing Tax Certificate, or certified copy certified by the Commissioner of Oath appointed in terms of the justices of the peace and Commissioner of Oath Act 1963 (Act of no.16 of 1963);
 - III. Have an original valid good Standing Social Security Certificate, or certified copy certified by the Commissioner of Oath appointed in terms of the justices of the peace and Commissioner of Oath Act 1963 (Act of no.16 of 1963);
 - IV. d) Have a valid certified copy of Affirmative Action Compliance Certificate, or certified copy certified by the Commissioner of Oath appointed in terms of the justices of the peace and Commissioner of Oath Act 1963 (Act of no.16 of 1963), proof from Employment Equity Commissioner that bidder is not a relevant employer, or exemption issued in terms of Section 42 of the Affirmative Action Act, 1998;
 - V. e) Have a certificate indicating SME Status (for Bids reserved for SMEs);
 - VI. f) Submit valid signed Bid-securing Declaration.

- VII. g) An undertaking on the part of the Bidder that the salaries and wages payable to its personnel in respect of this proposal are compliant to the relevant laws, Remuneration Order, and Award, where applicable and that it will abide to sub-clause 4.6 of the General conditions of Contract if it is awarded the contract or part thereof; and;
- VIII. Four (4) reference letters of consultancy related services rendered (not older than 5 years)
- IX. certified copies of shareholder's IDs and certificates.
- X. Bank confirmation

6. Submission of Proposals

The proposals from the shortlisted consultants shall be submitted in two separate envelopes, namely Technical and Financial proposal (the price submitted should only be indicated in the financial proposal), and should follow the form given in annexure 2 - "Supplementary Information for Consultants". Any price detailed submitted with the Technical Proposal will result in disqualification of the relevant Bid Proposal. The proposals must be deposited into the bid box on or before: 24 February 2025 at 10H00, Proposal by post or hand delivered should reach Parliament - National Assembly, ground floor, Private Bag 1332, Windhoek by the same date and

Time. Late Proposals will be rejected.

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. This is however subjected to 100% compliance with the requirements required in terms of section 50(1) of the Public Procurement Act, 2015. The proposals will

	Evaluation Process	PASS RATE
Part A	Compliance with the requirements required in terms of section 50(1) of the Public Procurement Act, 2015. Any bids found to be in-complete will not be evaluated further.	Pass / Fail
Part B	The Technical Evaluation will have a maximum score of 70 points.	70 Points
Part C	The Financial Evaluation will have a maximum possible score of 30 points.	30 Points

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.

Technical Proposal

Item	Marks	Variable
Experience	20%	Four (4) Number of related consultancy services previously conducted
Qualification	20%	Relevant Academic qualifications and registration with statutory body
Methodology	60%	Work plan, methodology and approach that that will be adopted across the full assignment
Total	100% of 70 Marks	Minimum score of 70% is required

Financial Proposal

Item	Marks	Variable
Financial proposal	30	Lowest price offered in line with gazette rates

8. Rights a Public Entity

- (a) Please note that the National Assembly 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.

9. Duration of Assignment

It is estimated that the minimum duration of the assignment shall be for a period of 11 months for concept note, pre-feasibility, detailed feasibility, design and documentation and 8 months for construction supervision. Below is an indication of the project timelines

Project Stage	Scope of Work	Duration
Stage 1	Concept note, Needs and options analysis, Pre-feasibility, pre-appraisal	3 months
Stage 2	Full feasibility (technical, financial, economic, Value for Money (VfM), legal, Public-Sector Comparator (PSC) and Risk assessment	5 Months
Stage 3	Construction Drawings; Document; Procurement	3 Months - 4 months
Stage 4	Construction and Hand Over	8 Months

You should base your financial proposal on these stages and scope, 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 **180 Days** from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The National Assembly 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 within 2 months, you will be expected to take up/commence with the assignment in 14 days' time.

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 National Assembly 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. Confirmation of Invitation to submit proposal

15. N/A

16. The National Assembly would like to thank you for considering this invitation for submission of proposals.

Yours faithfully,



E. Alweendo, Head of PMU



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

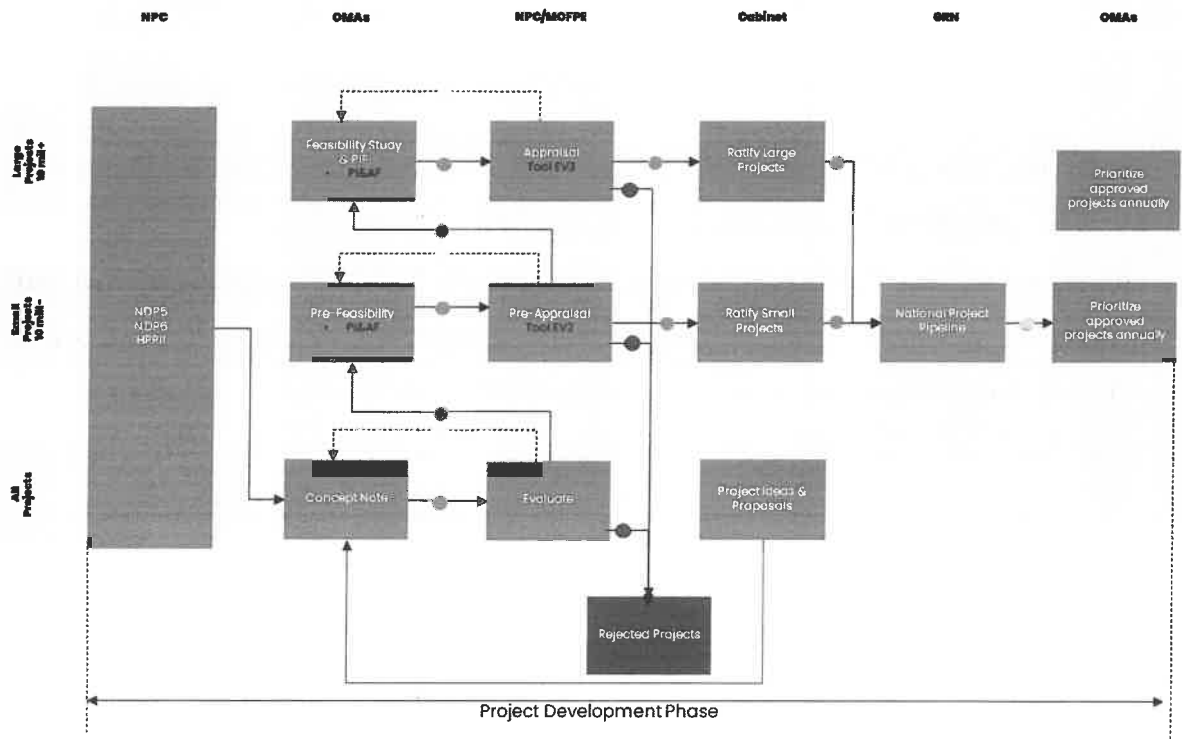
Parliament of Namibia in specific the National Assembly tend to embark on the construction of two (2) guard houses at the two entrances of the precincts of Parliament that will be manned 24 hours by the Namibian Police Force. The two Security Guard Houses will be located at the entrances of the precincts of Parliament, one at the Western entrance next to the Independence Memorial Museum and the other one at the Northern entrance near the circle of St George’s Diocesan.

The National Planning Commission has established guidelines (See annex) for the evaluation of development and capital programs in order to determine the feasibility of a proposal for the country. This is necessary for the implementation of programs and projects in the NDPs. These guidelines have been developed by the NPC to assist all government institutions in the identification, assessment, and presentation of programs and projects that satisfy the Government Approval Criteria required for approvals and funding from the Development Budget.



Figure 1 : Project Development stages

Consequently, the Appraisal guidelines establish a uniform general framework and criteria to direct the entire process of project identification and evaluation that will be implemented through the Development Budget. The project of constructing two (2) guard houses is one that should be prepared, appraised, and declared viable, and then executed in accordance with the guidelines. Stages 1 and 2 of the project development are illustrated in Figure 1.



NPC Project appraisal lifecycle

Once the envisaged construction of two (2) guard houses full feasibility studies are completed, deemed feasible as outlined in the appraisal guidelines, and financial allocations are confirmed; the project will be approved and will continue to stage 3 (procurement) where bid documents will be advertised as per the Procurement Act, and a contractor appointed. Upon completion of the contractor's appointment, Stage 4 (Construction) will commence over an **8-month period**.

Some key considerations include

Financial, Economic and Risk Analysis Considerations

- Net Present Value (NPV)

The NPV is the most important criteria which needs to be positive for a project to contribute to the economy. The NPV measures the present or discounted values of the benefits of the project to the economy, less the present or discounted values of the costs (investment and operating) of the project to the economy. The discount rate is the economic opportunity cost of capital in the economy. For the purposes of calculating the NPV of a project, a discount rate of 10% will be used.

- Internal Rate of Return (IRR)

The IRR needs to be greater than the 10% economic discount rate (or the Economic Opportunity Cost of Capital).

- Benefit Cost Ratio

- This ratio is calculated using discounted values of benefits (PVB) over the discount values of the costs (PVC) has to be greater than 1.0.

Technical Guidelines and Considerations

- They must have adequate windows for the Guards on duty to be able to clearly see almost all directions without blind spots as a result of walls.
- The windows must be tinted, thick and shatterproof for a person approaching not to see inside the houses.
- There must be an automated strong gate to serve as a buffer before the guard house when approaching from outside.
- They must have strong security doors and locks.
- There must be special strong boom gates under the canopies of the Guard Houses to restrict vehicles that are not authorized to enter the precincts of Parliament.
- There must be adequate space in the guard houses to be used when conducting the body search of the suspected persons (Under Vehicle Inspection, Baggage Scanner Walk-through Metal Detector).

- There must be a speed humps when approaching the checkpoint of the Guard Houses inside the gate (consider space outside gates, in case a vehicle is directed to turn back by security to avoid traffic congestion).
- Interlocking of the 1.5 km road (Love Street) that connect the two gates which will include cleaning, excavating, cutting the Existing Asphalt, base coarse and any sub-base material layers from existing asphalt level to the bottom of the sub-base layer design level and apply interlock pavers

PART 2. SCOPE OF SERVICES

- Concept, Needs and Options Analysis, Pre-feasibility, Pre-appraisal
- Full Feasibility (Technical assessment, financial analysis, economic analysis (including a Social Distributive Analysis with key outcomes for Net Present Value (NPV), Internal Rate of Return (IRR), Benefic Cost Ratio, Risk Analysis, and eNPV and eIRR), appraisal as per the project
 - The table below summaries the scope and deliverables for the Pre-feasibility (Stage 1) and Feasibility study (Stage 2)

	Pre-Feasibility Study	Feasibility Study
Use of Data		
Secondary Data Sources	Yes	Yes
Primary Data Sources	No	Yes

Project Background		
Description of Status Quo	Yes	Yes
Project Beneficiaries	Yes	Yes
Problem Statement	Yes	Yes

Feasibility		
Demand Analysis	Yes	Yes
Options Analysis including Regulatory	Yes	Yes
Financial Analysis	Yes	Yes
Economic Analysis	Yes	Yes
Stakeholder Analysis	Yes	Yes
Risk Assessment	Yes	Yes
Sensitivity Analysis	Yes	Yes

Implementation Readiness		
Engineering Studies, drawings & BOQs	No	Yes
Cost Estimates	Yes	No
Preliminary ESIA	Yes	Yes
Full ESIA and ECC Certificate	No	Yes
Preliminary Project Management Plan	Yes	Yes
Detailed Project Management Plan	No	Yes
Preliminary Procurement Plan	Yes	Yes
Full Procurement Plan	Yes	Yes

- Stage 3 : Design, Documentation; and procurement (Request for Proposals (RfP) and award

PART 3. SUPPORT TO BE PROVIDED BY THE PUBLIC ENTITY

- National Assembly will provide support with project monitoring and will provide any document required subject to it being declared safe for third party usage by the National Assembly.
- Approvals for each of the stage will be provided by the Accounting Officer (National Assembly).

PART 4. CONTRACT DURATION AND FEES

(a) Duration of initial contract

Eleven (11) months for preparation (Stages 1, 2 and 3) and eight (8) months for construction supervision (Stage 4). Extensions will only be granted with authorization of the Accounting officer (National Assembly).

(b) Payment

Payments shall be done after completion of various tasks, subject to approval of the accounting officer and within 30 days from date of receipt of consultants claim subject to reasonable operational conditions of National Assembly.

PART 5. DELIVERABLES

Stage 1

- Inception Report
- Project concept Note
- Pre-feasibility Study with Needs and Options analysis
- Pre-appraisal Repor

Stage 2

- A Detailed Feasibility Report which comprises of the information below:
 - Legal assessment

- Technical feasibility (incl Detailed Designs and Bills of Quantities)
- Lifecycle cost including a maintenance plan
- Overall Cost break downs i.e. cost for design, cost for construction and cost for construction supervision
- Financial assumptions, feasibility and model (including NPV, IRR, eNPV, eIRR)
- Green building considerations
- Full risk assessment (both qualitative and quantitative) for the life cycle of the project
- Economic assumptions, feasibility and model
- Social Distributive Analysis
- Value for Money Assessment (VfM)
- Procurement plan and evaluation considerations (including preferences)
- Draft Project management plan (PMP) (as per Project Management Body Of Knowledge (PMBOK))
- Project appraisal as outlined in the Appraisal guidelines

Stage 3

- Construction and Municipal Drawings
- Request for Proposal Document
- Bid Evaluations and Recommendations

Stage 4

- Period Progress reports and status reports as per PMP
- Monthly valuations and certificates
- Close out report

PART 6 QUALIFICATION REQUIREMENTS FOR THE LAND SURVEYOR

Be registered with Namibian Council for Professional Land Surveyors

Take note, National Assembly shall retain the copy rights of all resulting design and documentation

1.6.1. Scope of Expertise

Interested bidders must be able to clearly demonstrate that they possess the capacity and expertise to render a premium service, by providing details on the structure of the organization and the qualifications, experience, and professional registration status of each resource and as team, and provide solid evidence how applying such expertise will achieve the desired objectives of this assignment.

It is appreciated that bidders might not have the full suite of expertise in-house necessary under this ToR, and hence bidders are permitted to sub-contract the specific expertise lacking to augment the full requirements under this ToR. It will be the bidders responsibility to contract and manage any outsourced expert.

As a minimum, the bidders must have at least 5 years' experience and a successful track record working on housing developments of a similar nature. Experience with Specific experience should entail (the consultant is free to propose other inputs as required to ensure success of the assignment):

1. Experience as Transaction Advisor, preferably in infrastructure related projects;
2. Experience in conducting research, specifically related to socio-economic and industry and market research;
3. Experience in undertaking technical, commercial and economic feasibility assessments for infrastructure projects, specifically related to project development, financial modelling and feasibility analysis and business risk analysis;

4. Experience in infrastructure development, specifically working in social infrastructure / related assignments with objectives of conducting site analysis, providing infrastructure planning, providing design services and managing the development;
5. Experience in project preparation, specifically related to drafting procurement documents, including request for qualifications, request for proposals, and corresponding evaluation criteria;
6. Experience in contract negotiation and signing of contractor
7. Experience in contract management and reporting and close out

Bidders must demonstrate exactly how their team has the applicable expertise and how they will deliver on the above requirements.

The consulting firm will comprise of a team, managed by a single lead consultant. The members of the team will have the skill and experience necessary to undertake the available to do the work as and when required. The lead consultant will be held accountable, in terms of the contract, for ensuring preparation deliverables and for the

Annexure - 2

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

- (i) Curriculum Vitae of Consultants (Form F-2). [20%]
- (ii) An outline of recent experience on assignments/ projects of similar nature executed during the last five years with reference letters (Form F-3). [20%]
- (iii) Any comments or suggestions of the Consultant on the Terms of Reference (TOR).
- (iv) A description of the methodology and manner in which the Consultant would plan to execute the work across all 4 stages. The report should include: [60%]
 - a. Logic model, results framework and pre-feasibility approach
 - b. Technical feasibility and design approach
 - c. Financial and economic feasibility approach
 - d. Risk assessment, Value for Money and Public sector comparator
 - e. Appraisal approach
 - f. Procurement and construction supervision approach
- (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) Pricing milestones for all 4 stages

2. The financial proposals should be given in the form of summary of Contract estimate for each stage (Form F- 4)

3. The proposals shall be submitted in one original and one *(1) copy, in a separate envelope*

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.
- 2.

BID SUBMISSION FORM

From: _____

To: _____

The provision of architectural consultants for the design, documentation and construction supervision of the parliament entrances guard houses

I/We _____ herewith enclose Technical and Financial Proposals for selection as Consultant for the National Assembly.

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 employer's references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience.

Date: *Day/Month/Year*

[Signature of Consultant]

Full name of Consultant: _____

**ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING
LAST 5 YEARS**

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

Sl.No	Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach certificates from the employer by way of documentary proof. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)

Cost Estimate of Services¹

Remuneration:

Consultant Name	Monthly Rate (in currency)	Working Months	Total Cost (in currency)
_____	_____	_____	_____
Sub-Total (Remuneration)			_____

Out-of-Pocket Expenses² :

(a) Per Diem ³ :	Room charge	Subsistence	Total	Days	
	_____	_____	_____	_____	_____
(b) Air fare					_____
(c) Lump Sum Miscellaneous Expenses ⁴ :					_____
					Sub-Total (Out-of-Pocket) _____
					Contingency Charges: _____
Total Estimate:					_____

¹ Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

² Reimbursable at cost with supporting documents/receipts unless otherwise specified.

³ Per Diem is fixed per calendar day and need not be supported by receipts.

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

CONTRACT No. _____

CONSULTANCY SERVICE CONTRACT

BETWEEN

NATIONAL ASSEMBLY

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

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